AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 31, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Bobby Morton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **COMMUNICATIONS FROM THE MAYOR**

7. **MONTHLY FINANCE REPORTS**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Lawanda Shinn for a waiver of the Noise Ordinance at 1805 Pallister Place, W. on April 4-5, 2026, from 2:30 p.m. - 10:00 p.m. (District 1).

Request of Ashley Allen for a waiver of the Noise Ordinance at 2121 Bragg Avenue on April 5, 2026, from 1:00 p.m. - 4:00 p.m. (District 1).

Request of Alex Zogbhy for a waiver of the Noise Ordinance at 1906 Springhill Avenue on May 16, 2026, from 6:00 p.m. - 11:00 p.m. (District 1).

Request of Jaleesa Witherspoon for a waiver of the Noise Ordinance at 457 Charles Street on April 5, 2026 from 3:00 p.m. - 10:00 p.m. (District 2).

Request of Shameka Webb-Casher for a waiver of the Noise Ordinance on Chin Street (block party) on April 17, 2026, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Courtny Robinson for a waiver of the Noise Ordinance at Mardi Gras Park on May 3, 2026, from 11:00 a.m. - 4:00 p.m. (District 2).

Request of Angela Montgomery for a waiver of the Noise Ordinance at 509 Dr. Martin Luther King, Jr. Avenue on May 23, 2026, from 10:00 a.m. - 12:00 p.m (District 2).

Request of Micaiah Rockwell for a waiver of the Noise Ordinance at Broad Street & Canal Street on February 7, 2027 from 7:00 a.m. - 11:00 a.m. (District 2).

Request of SFC Scott Kigerl for a waiver of the Noise Ordinance at Medal of Honor Park on June 28, 2026, from 3:00 p.m. - 4:30 p.m. (District 6).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 4720 Oxford Drive a public nuisance and order it demolished (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Carolyn Hargrove - comments regarding Municipal offense tickets, conflicting information in reference to policies.

Reggie Hill - Rules, economic development, and public safety.

12. ORDINANCES HELD OVER

09-015 Ordinance to amend Article IV of Chapter 15 of the Mobile City Code relating to the Museum of the City of Mobile (sponsored by Councilmember Josh Woods) (submitted by Jonathan Maples, City Council Attorney).

34-016 Ordinance to Amend Chapter 34 - Licenses and Taxation - of the Mobile City Code (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

36-017 Ordinance to amend the Mobile City Code to add Chapter 36 "Consumable Hemp Products" (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

13. CIP RESOLUTIONS HELD OVER

01-307 Authorize Agreement with Kingdom Construction Group, LLC for Bolton's Branch Drainage Improvements; $828,213.00 (sponsored by Mayor Cheriogotis and Councilmember Fleming) (submitted by John Forrester, Engineering Dept.).

14. RESOLUTIONS HELD OVER

01-308 Authorize Operating Agreement with Mobile Museum Board for operations and management of History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-314 Approve purchase order to Galls, LLC for body armor protective vests for MPD; $75,460.56 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-316 Approve purchase order to MHC Hino, LLC for knuckleboom trash loader for Trash Dept.; $231,579.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-318 Approve purchase order to Sunbelt Fire, Inc. for fire bunker coats, boots, pants, and helmets for MFRD; $118,170.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-319 Transfer funds from Capital Project Convention Center Capital to Convention Center - Exterior Painting for extended construction administration services; $70,000.00 (sponsored by Mayor Spiro Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-324 Appoint Vincent Robinson to the Water & Sewer Board of Commissioners (sponsored by Councilmember Penn).

37-325 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor License - Class II to Cynthias Package Store; 2912 Dauphin Island Parkway, Unit G (sponsored by Councilmember Small).

40-326 Declare the structure at 4720 Oxford Drive a public nuisance and order it demolished (sponsored by Councilmember Gregory).

60-327 Determine an appropriation to The Fuse Project serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

37-355 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Healthy Harvest CBD; 3656 Government Blvd, Suite G (sponsored by Councilmember Reynolds).

37-356 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor - Class II (package) & Specialty Retailer of Consumable Hemp Products License to Cloud 9 Vapes; 4439 Rangeline Road (sponsored by Councilmember Reynolds).

37-357 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor - Class II (package) & Specialty Retailer of Consumable Hemp Products License to Cloud 9 Vapes; 3913 Airport Boulevard (sponsored by Councilmember Fleming).

37-358 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Cheap S Liquor; 364 Azalea Road (sponsored by Councilmember Fleming).

03-359 Appoint Peter Susman to the History Museum of Mobile Board (sponsored by Councilmember Woods).

16. CIP RESOLUTIONS BEING INTRODUCED

08-328 Approve purchase order to Dogwood Productions Inc. for City website software and ADA web accessibility requirements; $47,785.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-329 Authorize Cooperative Maintenance Agreement of Public Right of Way with ALDOT for Route Number US-98 Mile Post 18.82; (sponsored by Mayor Cheriogotis and Councilmember Gregory) (submitted by John Forrester, Engineering Dept.)

01-330 Authorize Cooperative Maintenance Agreement of Public Right of Way with ALDOT for Route Number W. I-65 Service Rd. N Mile Post 4.58; (sponsored by Mayor Cheriogotis and Councilmember Fleming) (submitted by John Forrester, Engineering Dept.).

08-331 Approve purchase order to Convergint Technologies for security cameras for Mobile Museum of Art; $61,360.47 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-332 Approve purchase order to Emergency Equipment Professional Inc. for repair parts for collision damage to enforcer fire pumper truck; $17,522.98 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-333 Approve purchase order to Communications International Inc. for portable radios for Public Services - stormwater; $24,901.40 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-334 Approve purchase order to Communications International Inc. for portable radios for Public Services - stormwater; $49,802.80 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-335 Approve purchase order to Classic Paint & Body Inc. for repair services for collision damage to enforcer fire pumper truck; $17,531.75 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-336 Approve purchase order to Gladiator Forensics LLC, for annual renewal of location and analytics software for Gulf Coast Technology Center; $23,675.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-337 Approve purchase order to Secure Land & Tree LLC, for storm drainage vegetation and debris removal from Challen Circle N. to Montfort Rd. W.; $26,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-338 Approve purchase order to Safe Haven Company LLC, for storm drainage vegetation and debris removal from Durande Drive to Eslava Creek; $22,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-339 Approve purchase order to Invasive Management Services Inc. for storm drainage vegetation and debris removal from Dawes Road to Bobwhite Trail; $29,848.37 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-340 Approve purchase order to Donohoo Chevrolet LLC, for Chevrolet Tahoe SUVs for MPD; $1,283,337.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-341 Approve purchase order to Dana Safety Supply Inc. for patrol unit upfitting of Chevrolet Tahoe SUVs for MPD; $374,108.66 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-342 Approve purchase order to Dana Safety Supply Inc. for transport of Chevrolet Tahoe SUVs from upfit location to Mobile for MPD; $48,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-343 Approve purchase order to Truck Equipment Sales Inc. for Ford crew cab truck with knapheide body for Public Services; $80,372.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-344 Approve purchase order to Harrells LLC, for fertilizer-herbicide for Azalea City Golf Course; $17,070.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-345 Approve purchase order to Robbins Sports Surfaces LLC, for basketball floor, storage carts, and transition ramps for Mobile Arena; $238,495.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-346 Approve item-based bid for Police vehicle graphics, production, installation, and removal services (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-347 Transfer funds from General Fund, Transit System, to Capital Project Fund - Transit Fleet and Equipment for purchase of fleet vehicles and equipment for the Mobile Transit System; $500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

09-348 Transfer funds from the General Fund, Transit Revenue, to Capital Project Fund - Transit Fleet and Equipment, for purchase of fleet, vehicles, and equipment for the Mobile Transit System; $258,711.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

09-349 Transfer funds from the General Fund, Transit Revenue, to Capital Project Fund - Transit Restroom and Plumbing, for repairs and renovations to the restrooms and plumbing at the Mobile Metro Transit Facility; $140,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

21-350 Authorize Contract with Sain Associates Inc. for Americans with Disabilities Act Transition Plan update; $150,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

21-351 Authorize Contract Amendment #3 with Goodwyn Mills & Cawood Inc. for improvements to the Master Plan for the Mobile Civic Center Arena; $100,122.50 (increase) (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-352 Authorize Contract with Bienville Construction Services LLC, for gangway repairs at the Mobile Cruise Terminal; $234,255.00 (sponsored by Mayor Cheriogotis) (submitted by Nick Amberger, Executive Director, Engineering & Carleen Stout-Clark, Director, REAM)

50-353 Authorize Amendment to Resolution 50-1111, which authorized the Municipal Sales and Use Tax Exemption Certificate for the Mobile River Bridge & Bayway Project (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

01-354 Authorize Cooperative Agreement with Friends of Municipal Park; $250,000.00 (sponsored by Mayor Cheriogotis and Councilmember Gregory) (submitted by Shonnda Smith, Executive Director of Public Works).

18. <u>ANNOUNCEMENTS</u>

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96 & 39-96.1 of the Mobile City Code: It is unlawful for any person to use amplification which exceeds 85 decibels during the hours of 6:00 a.m. until 10:00 p.m., or which exceeds 50 decibels from 10:00 p.m. until 6:00 a.m.

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

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

Music containing obscene language or profanity is prohibited.

Name of Applicant: Bawanda Shinn
PLEASE PRINT ALL INFORMATION

Organization (if applicable):

Address of applicant: 1805 PAllister Pl. W mobile, Al 36618

Telephone Number: (251) 599-9571

Type of event for which Noise Waiver is requested: B,day Party & ANNiversary

DATE OF EVENT: April 4-5 2026

LOCATION OR ADDRESS OF EVENT where amplification will be used:
1805 PAllister Pl. W Mobile, Al 36618

Requested beginning & ending time during which amplification will be used:
Note: In residential areas, the ending time is set at 11:00 p.m.
2:30 p.m - 10:00 p.m

Please mail this application to:
Lisa C. Lambert, City Clerk, P. O. Box 1827, Mobile, AL 36633
or fax to: 251 208-7576

CITY CLERK DEPARTMENT
2026 MAR 24 AM 8:02

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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Name of Applicant: Ashley Allen
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-648-0173

Organization (if applicable) _____

Mailing Address of Applicant 305 Dauphin St #10

Telephone No. 251-648-0173 E-mail address ashleyaallen210@gmail.com

Location or address of event where amplification will be used:

2121 Bragg Ave

Date of Event: 4-5-26 Starting Time: 1:00 Ending Time 4:00
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

Do you plan to sell alcohol at this event? ____YES ✓ NO

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Alex Zoghby
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 454-9185

Organization (if applicable) _____

Mailing Address of Applicant 3651 Russells Lane, Mobile, AL 36619

Telephone No. (251) 454-9185 E-mail address awzextra@gmail.com

Location or address of event where amplification will be used:

Bragg-Mitchell Mansion, 1906 Springhill Ave, Mobile, AL 36607

Date of Event: 5/16/26 Starting Time: 6 P.M Ending Time 11:00 P.M

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

Type of Event: Wedding Reception

Do you plan to sell alcohol at this event? ✓ (YES) ___ NO

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2026 MAR 23 PM 4:0

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Jaleesa Witherspoon
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-481-5892

Organization (if applicable) _____

Mailing Address of Applicant 841 Covan Ave mobile Al 36612

Telephone No. 251-481-5892 E-mail address tanjanecar@icloud.com

Location or address of event where amplification will be used:
457 Charles st mobile Al 36604

Date of Event: 4/5/2026 Starting Time: 3:00pm Ending Time 10:00pm

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

Type of Event: Easter Celebration

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT
2026 MAR 24 PM 1:16

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Shaneka Webb-Casher
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251/930-2590 Cell Number: _____

Organization (if applicable) Chin St Family

Mailing Address of Applicant 709 Chin St.

Telephone No 251/930-2590 E-mail address NekaW2@Gmail.com

Location or address of event where amplification will be used: Chin St. (Blocked off for Block Party ~~Chin St. Bore + Chin St. Butt Chin St.~~

Date of Event: April 17.26 Starting Time: 2:00pm Ending Time 10:00Am

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

Type of Event: Family Block Party

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Courtny Robinson
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-349-1979

Organization (if applicable) _____

Mailing Address of Applicant 9411 FOX HUNTER CT E, SEMMES, AL 36575

Telephone No. _____ E-mail address ROBINSON.COURTNYK@GMAIL.COM

Location or address of event where amplification will be used:
MARDI GRAS PARK 104-148 S Royal St, Mobile, AL 36602

Date of Event: MAY 3, 2026 Starting Time: 11 AM Ending Time 4 PM

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

Type of Event: PICNIC

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Angela Montgomery
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 817-734-9842

Organization (if applicable) Mobile Arts Council, Inc.

Mailing Address of Applicant P.O. Box 372 - Mobile, AL 36601

Telephone No. 251-432-9796 E-mail address amontgomery@mobilearts.org

Location or address of event where amplification will be used:
509 Dr. Martin Luther King, Jr. Avenue

Date of Event: 05/23/2026 Starting Time: 10am Ending Time 12pm

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

Type of Event: Mural Reveal

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

Music containing obscene language or profanity is prohibited

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

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Name of Applicant: Micaiah Rockwell
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-367-6650 Cell Number: 251-367-6650

Organization (if applicable) Fleet Feet Mobile

Mailing Address of Applicant 7222 Second Creek Ct, Mobile AL 36695

Telephone No. 251-367-6650 E-mail address micaiah@fleetfeetmobile.com

Location or address of event where amplification will be used:
Broad Street & Canal St, Mobile, AL USA

Date of Event: 7 Feb 2027 Starting Time: 7am Ending Time 11am

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

Type of Event: Street party, Athletic Tournament

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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Name of Applicant: SFC Scott A. Kigerl
PLEASE PRINT ALL INFORMATION

Home Phone Number: 334-271-7374 Cell Number: 334-558-8171

Organization (if applicable) 151ST Army Band, Alabama National Gaurd

Mailing Address of Applicant 1720 W.L. Dickinson Dr. Montgomery, AL 36109

Telephone No. 334-271-7374 E-mail address scott.a.kigerl.mil@army.mil

Location or address of event where amplification will be used:
MEDAL OF HONOR PARK, MOBILE, AL

Date of Event: 06/28/2026 Starting Time: 3:00pm Ending Time 4:30pm

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

Type of Event: MUSICAL CONCERT

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

Music containing obscene language or profanity is prohibited

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

Pafenbach, Lana

From: City Clerk
Sent: Friday, March 20, 2026 8:40 AM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Friday, March 20, 2026 8:39 AM
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: Carolyn Hargrove
Date To Address Council: 2026-03-31
Address: 6813 Marlboro Court
Email: Chowell602@yahoo.com
Phone: 2515336015
Subject And Specific Questions: Municipal offense tickets
Pertain To City Business: Conflicting information in reference to policies
Signature: Carolyn Hargrove
Signature Verify: X
Agree: X
Date Submitted: 2026-03-20 08:39:41

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

From: RJHILL II
To: Pafenbach, Lana
Subject: 3/31 AGENDA
Date: Thursday, March 26, 2026 1:53:34 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.

Madam Asst. City Clerk,

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

* Rules
* Economic Development
* Public Safety

I anticipate being prepared to at least introduce a few of the proposed amendments, following the next meeting. The specifics are as has been articulated the past couple of months.

Thank you, for your attention to this matter. Have a great rest of your week. See you all on Tuesday!

Kindest Regards,

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


Efforts of Harmony In a World of Discord
S4TF

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 15 OF THE MOBILE CITY CODE RELATING TO THE MUSEUM OF THE CITY OF MOBILE

Sponsored by: Councilman Josh Woods

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Article IV of Chapter 15 of the Mobile City Code is hereby amended in its entirety to read:

DIVISION 1. - GENERALLY

Sec. 15-91. – Creation and continuance.

The History Museum of Mobile, having been previously created by ordinances adopted in accordance with Code of Alabama, Section 11-47-16, is hereby continued in existence. By amendment, the Museum of the City of Mobile will now be known as the "History Museum of the City of Mobile"

Secs. 15-92—15-100. - Reserved.

DIVISION 2. - BOARD

Sec. 15-101. - Establishment and continuance; composition; appointment of members.

(a) The "Mobile Museum Board," having been previously established by ordinance, is hereby continued in existence. By amendment, the Mobile Museum Board will now be known as the "History Museum of Mobile Board."

(b) The History Museum of Mobile Board shall consist of seven (7) members appointed by the city council. Members shall serve at the pleasure of the city council, and may be removed as members of the board by the city council at any time with or without cause.

(c) The Mayor shall serve as an ex officio member of the board, and the Mayor or his designated representative shall have the authority to attend all meetings of the board and be recognized and enter into all discussions on matters before the board; however, such ex officio member shall not vote on any matters considered by the board.

(d) The History Museum of Mobile Board shall meet at least quarterly. Notice of each meeting shall be given to all members, including the ex officio member, at least 14 days prior to each meeting.

Sec. 15-102. - Terms of members; filling vacancies.

All appointments made pursuant to the provisions of section 15-101(b) shall be for terms of four (4) years each. The vacancy of any board member position appointed pursuant to Section

15-101(b) shall be filled by appointment of the council, and, in the event of an unexpired term being filled, the member appointed shall serve the balance of the term of the member whose place he is filling. No board member appointed pursuant to section 15-101(b) may serve more than two (2) consecutive terms. Upon being ineligible for reappointment as a result of serving two (2) consecutive terms, a person shall be eligible for reappointment after an interval of four (4) years following expiration of the member's second term. For each board member already serving a term as of June 1, 2026, such board member will serve out the remainder of that term as provided for in the ordinance at the time the appointment was made. If such board member is serving a first term as of June 1, 2026, such board member will be eligible for reappointment for a second term upon expiration of the first term, such second term to run for four (4) years. If such board member is serving a second term as of June 1, 2026, such board member shall be eligible for reappointment after an interval of four (4) years following expiration of the member's second term.

Sec. 15-103. - Compensation of members.

Members of the Mobile museum board shall serve without compensation.

Sec. 15-104. - Officers, bylaws, etc.

The History Museum of Mobile Board shall elect its officers and adopt its bylaws and may become a body corporate for the purpose of promoting a public museum for the city and purposes of a like kind.

Sec. 15-105. - Powers and duties.

(a) The History Museum of Mobile Board shall be vested with the following powers and shall perform the following duties:

(1) It shall have full power and authority to accept historic items on behalf of the city, to catalogue and keep a record of the same and to determine which items now or hereafter on hand are of an historic value and to dispose of those items which do not have an historic value.

(2) It shall have full power and authority to control the expenditure of all funds received for the operation of the public museum or museums established in the city.

(3) It shall have the power to own real property, to rent the same and to dispose of all property owned by it. It shall be authorized to perform all acts necessary for the operation of a public museum or museums established in the city.

(4) It shall be authorized to receive gifts and administer trusts.

(5) It shall be authorized to hire a director of the History Museum of Mobile.

(6) In the event it becomes incorporated, then it shall have all of the foregoing powers and all powers granted to it by law.

(b) The removal of any director hired pursuant to Section 15-105(a)(5) shall only be done with the written concurrence of the mayor.

Sec. 15-106. - Property donated to board.

Any property donated to the History Museum of Mobile Board shall immediately become the property of the city for the benefit of the History Museum of Mobile. However, in the event that the History Museum of Mobile Board becomes incorporated, then any property donated to the History Museum of Mobile Board shall become the property of the History Museum of Mobile Board, but upon the dissolution of the History Museum of Mobile Board, then all property owned by the History Museum of Mobile Board at the time of the dissolution shall become the property of the city.

Sec. 15-107. - Records to be kept.

An accurate and complete record and set of books shall be kept by the History Museum of Mobile Board showing the proceedings of its meetings and detailed statements of all receipts and disbursements.

Sec. 15-108. - Quarterly reports.

The History Museum of Mobile Board shall prepare and complete quarterly financial statements and shall provide the quarterly financial statements to the City Finance Department, Department of Civic and Cultural Affairs, and the Mobile City Council.

Sec. 15-109. - Created as separate administrative agency, etc.

The History Museum of Mobile Board established by section 15-101 shall be an administrative agency or instrumentality provided for in Section 11-47-16 of the Code of Alabama, to administer the one or more public museums established in the city and is separate and apart from the Mobile Museum of Art Board established by section 15-131.

Secs. 15-110—15-120. - Reserved.

Adopted:

_____

City Clerk

AN ORDINANCE TO AMEND CHAPTER 34-LICENSES AND TAXATION- OF THE MOBILE CITY CODE

Sponsored by: Mayor Spiro Cheriogotis

WHEREAS, the City of Mobile ("City") wishes to amend Chapter 34 - LICENSES AND TAXATION, ARTICLE III. - BUSINESS LICENSE CODE AND SCHEDULE OF LICENSES, of the Mobile City Code; and

WHEREAS, the City wishes to amend the SCHEDULE OF LICENSES contained in Chapter 34, Article III, to align its municipal code with state law regarding the licensing and retail sale of consumable hemp products to protect the health and safety of its residents; and

WHEREAS, this Ordinance is enacted to accomplish said goals;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, t that the following Ordinance is adopted to amend the "Schedule of Licenses" located in Chapter 34, of the Code of the City of Mobile, Alabama, 2024, as follows:

The following provisions should be created and added to the Schedule of Licenses as follows:

NAICS	Title	License Rate
722095	RETAIL – Consumable Hemp Products- **Application Fee**	$50.00
453888	RETAIL – Pharmacy Consumable Hemp Products	0.00209
453889	RETAIL- Retail Food Store Consumable Hemp Products	0.00209
453990	RETAIL –Specialty Retailer of Consumable Hemp Products	0.00209

All other sections of Chapter 34 remain in effect. No other provision of the Schedule of Licenses is altered by this amendment.

Severability. The provisions of these Ordinances are severable. If any part of these Ordinances are declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

Effective Date. This Ordinance shall become effective immediately upon its adoption and publication as required by law, with enforcement of licensing requirements to align with the state effective date of January 1, 2026.

Approved:

_____
City Clerk

AN ORDINANCE AMENDING THE CITY OF MOBILE CODE OF ORDINANCES TO ADD CHAPTER 36 "CONSUMABLE HEMP PRODUCTS"

SECTION 1. PURPOSE AND INTENT

The purpose of this Ordinance is to protect the public health, safety, and welfare of the residents of the City of Mobile; to ensure compliance with applicable state law governing consumable hemp products; to establish clear, consistent, and enforceable local regulations governing the operation of businesses selling consumable hemp products; to provide an administrative framework that complements state regulation; and to avoid duplication of or conflict with state licensing authority.

SECTION 2. AUTHORITY AND INCORPORATION OF STATE LAW

(a) This Ordinance is adopted pursuant to the City's authority under Alabama law.

(b) The provisions of the Alabama Consumable Hemp Products Act, as amended, are hereby adopted by reference as if fully set forth herein.

(c) In the event of a conflict between this Ordinance and applicable state or federal law, state or federal law shall control, and this Ordinance shall be interpreted to be consistent therewith. Nothing in this Ordinance shall be construed to authorize any activity prohibited by state or federal law.

(d) Nothing in this Ordinance shall be construed to limit the City's authority to regulate land use, zoning, business licensing, public safety, or nuisance conditions within its jurisdiction.

(e) This Ordinance is intended to operate concurrently with state law and shall be interpreted to complement, and not duplicate or conflict with, state regulatory requirements, including those administered by the Alabama Alcoholic Beverage Control Board and applicable regulations.

(f) Any violation of Chapter 28-12, Code of Alabama, or any rule or regulation promulgated thereunder, shall constitute a violation of this Ordinance and shall be subject to enforcement by the City as provided herein to the extent permitted by law.

(g) Nothing in this Ordinance shall be construed to impose any tax, fee, or charge on consumable hemp products or Hemp Establishments except as otherwise expressly authorized by applicable state law. This Ordinance does not establish a revenue measure and shall not be interpreted to conflict with or supplement the state licensing or taxation scheme governing consumable hemp products.

SECTION 3. DEFINITIONS

All terms used in this Ordinance shall have the meanings assigned to them under applicable state law governing consumable hemp products.

In addition, the following definitions shall apply:

(a) **Consumable Hemp Product Retailer** means any entity licensed by the Alabama Alcoholic Beverage Control Board pursuant to Chapter 28-12 to sell consumable hemp products at retail, including specialty retailers, pharmacies, and retail food stores.

(b) **City Registration** means the administrative authorization issued by the City allowing operation of a Hemp Establishment within the municipal limits. City Registration does not constitute a state license and does not replace or supersede any state licensing requirement.

(c) **Hemp Establishment** means a retail location engaged in the sale of consumable hemp products to consumers.

(d) **Consumable Hemp Products** means the meaning assigned under applicable state law, as amended, including any rules or regulations promulgated thereunder.

(e) State Licensure means a valid license issued by the Alabama Alcoholic Beverage Control Board pursuant to Chapter 28-12 and applicable regulations.

SECTION 4. CITY REGISTRATION REQUIRED

(a) No person or entity shall operate a Hemp Establishment within the City without first obtaining and maintaining a valid City Registration.

(b) City Registration is administrative in nature and shall not constitute a state license or approval of any activity regulated by the State of Alabama. City Registration does not replace or supersede any required state licensure.

(c) An application for City Registration shall be submitted to the City and shall include:

1. Proof of a valid state license issued by the Alabama Alcoholic Beverage Control Board. An applicant may apply for City Registration prior to obtaining such license; however, no Hemp Establishment may commence operations until state licensure is obtained;
2. A valid City business license;
3. The physical address and site plan of the proposed location;
4. Documentation demonstrating compliance with the Unified Development Code;
5. Identification of a responsible party for the business; and
6. Any additional information reasonably required by the City for administrative review.

(d) City Registration shall be issued upon a determination that the applicant complies with this Ordinance, the Unified Development Code, and applicable law. Issuance of City Registration shall be administrative in nature and based on objective compliance with this Ordinance, the Unified Development Code, and applicable law.

(e) City Registration shall be renewed annually and shall remain valid only so long as the Hemp Establishment maintains compliance with this Ordinance, the Unified Development Code, and applicable law.

(f) City Registration shall be subject to suspension or revocation in accordance with this Ordinance.

(g) Issuance of a City Registration shall constitute the City's approval of the location for purposes of Section 28-12-40(b), Code of Alabama to the extent recognized by applicable state law.

SECTION 5. COMPLIANCE WITH UNIFIED DEVELOPMENT CODE

(a) All Hemp Establishments shall comply with the City of Mobile Unified Development Code, as amended.

(b) Consumable Hemp Product Retailers shall be classified as a distinct use under the Unified Development Code, subject to adoption of corresponding amendments to the Use Table (Sec. 64-2-24) and any applicable use-specific standards. Until such amendments are adopted, zoning determinations shall be made consistent with this Ordinance and existing Unified Development Code provisions.

(c) A Hemp Establishment shall be permitted only in zoning districts where such use is allowed under the Unified Development Code, including the applicable Use Table and any use-specific standards.

(d) No City Registration shall be issued or maintained unless the proposed location is in compliance with all applicable requirements of the Unified Development Code, including the Use Table (Sec. 64-2-24) and any applicable use-specific standards.

(e) Zoning compliance shall be determined administratively by the City and shall not involve discretionary approval.

(f) In the event of any inconsistency between this Ordinance and the Unified Development Code as amended, the provisions shall be interpreted to the fullest extent possible to give effect to both; however, zoning and land use determinations shall be governed by the Unified Development Code.

SECTION 6. OPERATIONAL REQUIREMENTS

All operational requirements set forth herein are conditions of City Registration and the City business license. Hemp Establishments shall comply with the following requirements:

(a) **Age-Restricted Access**
Hemp Establishments shall not permit entry by any individual under twenty-one (21) years of age except as expressly permitted by applicable state law. All sales shall comply with the age verification requirements set forth in Section 28-12-48, Code of Alabama.

(b) Separate Premises Requirement
Hemp Establishments shall operate as a restricted-entry premises with a dedicated public entrance and shall not be physically integrated with another business in a manner that permits access by individuals under twenty-one (21) years of age, except as expressly permitted by applicable state law.

(c) **Hours of Operation**
Hemp Establishments shall comply with all applicable hours of operation established under the Unified Development Code and other generally applicable City regulations.

(d) **On-Site Consumption**
On-site consumption of consumable hemp products, including smoking, vaping, inhalation, ingestion, or tasting, is prohibited, except where expressly authorized by applicable state law.

(e) **Product Compliance**
All consumable hemp products offered for sale shall comply with all applicable state requirements, including product content, testing, packaging, labeling, and distribution requirements.

(f) **Security and Safety**
Hemp Establishments shall maintain adequate lighting and implement reasonable security measures sufficient to protect patrons, employees, the public, and deter unlawful activity.

(g) **Signage**
All signage shall comply with applicable City ordinances and shall not be false, misleading, or designed to appeal to minors.

(h) **Recordkeeping**
Hemp Establishments shall maintain all records required by applicable state law, including invoices, certificates of analysis, and related documentation, for a minimum period of three (3) years and shall make such records available for inspection as required by law.

(i) Continued Compliance with Zoning
Hemp Establishments shall maintain continuous compliance with the Unified Development Code. Failure to maintain such compliance shall constitute a violation of this Ordinance.

(j) Minimum Size and Operational Standards
Hemp Establishments shall comply with all applicable minimum size and operational requirements established by state law and regulation.

(k) State-Mandated Signage
Required signage mandated by state law or regulation shall be posted and maintained in accordance with such requirements.

(l) Inspection and Access
Hemp Establishments shall permit inspection of the premises and records as required by applicable state law and shall not interfere with any lawful inspection conducted by state or local authorities.

(m) Prohibited Sales Methods
Hemp Establishments shall not engage in online sales, direct shipment, delivery, drive-through sales, or any other method of sale prohibited by Section 28-12-60, Code of Alabama.

(n) Self-Service Sales Prohibited
Hemp Establishments shall not sell consumable hemp products through vending machines or any self-service display or payment system.

(o) License Display
A valid state license shall be displayed in a conspicuous location within the premises at all times.

SECTION 7. BUSINESS LICENSE REQUIRED

All Hemp Establishments shall obtain and maintain a valid City business license in accordance with applicable law and ordinances. Failure to maintain a valid City business license shall constitute a violation of this Ordinance and may result in enforcement action, including suspension or revocation of City Registration.

SECTION 8. INSPECTION AND ENFORCEMENT

(a) Inspections

The City may conduct inspections of Hemp Establishments during normal business hours for the limited purpose of determining compliance with this Ordinance, the Unified Development Code, and applicable law. Inspections shall be conducted in a reasonable manner and in accordance with applicable law**.**

Entry onto the premises for inspection purposes shall occur only:

1. With the consent of the owner, operator, or authorized agent;
2. Pursuant to a valid administrative inspection warrant; or
3. As otherwise authorized by applicable law.

(b) Enforcement Authority

This Ordinance may be enforced by the City through its Police Department, Code Enforcement, Revenue Department, Build Mobile Department, or other authorized officials.

(c) Available Remedies

Violations of this Ordinance may result in one or more of the following, including but not limited to:

1. Notice of violation;
2. Administrative fines or penalties as permitted by law;
3. Suspension or revocation of City Registration;
4. Action affecting the City business license; and
5. Referral to appropriate state authorities.

Administrative fines or penalties shall be imposed only to the extent authorized by applicable law and within the corporate limits of the City where required.

(d) Grounds for Suspension or Revocation

City Registration may be suspended or revoked upon a determination that a Hemp Establishment has:

1. Failed to comply with this Ordinance;
2. Violated applicable state or federal law;
3. Provided false or misleading information to the City; or
4. Committed repeated or continuing violations.

(e) **Zoning Violations**

Any violation of the Unified Development Code applicable to a Hemp Establishment shall constitute a violation of this Ordinance and may result in enforcement action, including suspension or revocation of City Registration.

(f) **Immediate Enforcement**

The City may take immediate enforcement action where necessary to protect public health, safety, or welfare.

(g) Independent Enforcement Authority
Enforcement under this Ordinance is independent of any action taken by state regulatory authorities. The City may enforce this Ordinance regardless of whether state authorities have taken or declined to take action.

(h) State Law Violations
Any violation of Chapter 28-12, Code of Alabama, or any rule or regulation promulgated thereunder, shall constitute a violation of this Ordinance and may be enforced by the City in accordance with this section to the extent permitted by law.

(i) Scope of Inspection
Inspections conducted by the City shall be limited in scope to those areas of the premises and records reasonably necessary to verify compliance with this Ordinance, the Unified Development Code, and applicable law, and shall not exceed the scope of lawful administrative inspection authority.

(j) Interference with Inspection
No person shall knowingly refuse lawful entry or interfere with any inspection conducted in accordance with this section.

SECTION 9. APPEALS

(a) Any denial, suspension, or revocation of City Registration may be appealed in accordance with procedures established by the City.

(b) An appeal shall be filed within the time period established by the City and shall be decided based on the applicable law and the administrative record.

(c) The appeal shall be limited to a review of whether the decision was consistent with this Ordinance, the Unified Development Code, and applicable law.

(d) The City Council shall serve as the final decision-making authority on appeal.

(e) Appeals shall be scheduled for consideration by the City Council within a reasonable time, and the Council shall render a decision based on the administrative record and applicable law.

(f) The decision of the City Council shall constitute the final administrative action of the City.

(g) The City Council's review shall be limited to determining whether the decision was consistent with this Ordinance, the Unified Development Code, and applicable law, and shall not constitute a de novo review unless otherwise required by law.

SECTION 10. TRANSITIONAL PROVISIONS

(a) Any Hemp Establishment lawfully operating within the City prior to the effective date of this Ordinance shall have ninety (90) days from the effective date to come into compliance with the requirements of this Ordinance and the Unified Development Code.

(b) During the transition period, such businesses shall submit a complete application for City Registration and take all necessary steps to achieve compliance with applicable law.

(c) Any Hemp Establishment that fails to comply with this Ordinance by the expiration of the transition period shall be subject to enforcement action, including suspension or revocation of City Registration and any other remedies available under this Ordinance.

(d) Nothing in this section shall be construed to authorize continued operation in violation of applicable state law or this Ordinance.

(e) During the transition period, no Hemp Establishment shall operate in violation of applicable state licensing requirements.

SECTION 11. SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5743

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Beau Fleming, Councilmember, District 5
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve contract with Kingdom Construction Group, LLC., for construction services.

Amount of Contract:
$828,213,.00

Funding Source
C1042

ATTACHMENTS:
1. 2026-3005-04 Boltons Branch Drainage Improvements (Kingdom Construction Group, LLC) contract

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Bolton's Branch Drainage Improvements (D5)
COM Project: 2026-3005-04
PROJECT #: C1042 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Drainage Repairs

CONTRACT AMOUNT: $828,213.00

VENDOR NAME: Kingdom Construction Group, LLC.

VENDOR NUMBER: 300264

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 3/17/2026

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor Spiro Cheriogotis
Councilman Beau Fleming

WHEREAS, bids for drainage repairs for district 5 were received and opened on January 14, 2026.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Kingdom Construction Group, LLC., contract in the amount of $828,213.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Kingdom Construction Group, LLC.

NOW, THEREFORE, 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 with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Kingdom Construction Group, LLC.

Project Name: Bolton's Branch Drainage Improvements

Project Number: 2026-3005-04

Amount: $828,213.00

Adopted:

_____

City Clerk



BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

PROJECT NO. 2026-3005-04

BID DATE – JANUARY 14, 2026

Revised per Addendum No. 1

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, DBE Utilization Report, E-Verify Affidavit ..... Attachment C
E-Verify Registration Printout, and Secretary of State Registration

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Tax Exemption ..... Attachment F

Revised per Addendum No. 1

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, January 14, 2026 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	**2026-3005-04**
Project:	**Bolton's Branch Drainage Improvements**
Project Description:	**Drainage Repairs**

Plans and contract documents may be viewed at the City of Mobile Engineering Department, 205 Government Street, 3rd Floor South Tower, Mobile, Alabama 36602 and may be obtained in electronic format by prime contractors by contacting the Project Engineer, Matthew Rogers, P.E. (matt.rogers@cityofmobile.org). The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on January 9, 2026.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on January 7, 2026 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

Revised per Addendum No. 1

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "**Bid for completion of BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04, in the City of Mobile, Alabama**".

PLEASE PUBLISH IN THE ISSUES DECEMBER 17TH, 24TH, AND 31ST, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

Revised per Addendum No. 1

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside **"Bid for completion of BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2025-3005-04, in the City of Mobile, Alabama"**.

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

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

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Revised per Addendum No. 1

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

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

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 1-14-2026

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project No: 2026-3005-04
Project Description: Drainage Repairs
Major work items include: Removal and replacement of stormwater piping, rip rap placement, slope stabilization, and incidental concrete work.

The Bidder further agrees to construct the improvements in **120** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on January 9, 2026. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Revised per Addendum No. 1

The following items shall be constructed in accordance with the *Alabama Department of Transportation Standard Specifications for Highway Construction* , 2018, Non-metric Edition, except as modified herein:

NOTES:

1. The following unit prices shall include all labor, materials, equipment rental, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
2. Bidder understands that the Owner reserves the right to reject any and all bids.

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
201C000	Clearing (Approximately 4.0 acres) For thirty eight thousand Dollars And zero Cents Per LS	38,000.00	1	LS	38,000.00
206C000	Removing Concrete Sidewalk For forty Dollars And zero Cents Per SQYD	40.00	30	SQYD	1,200.00
206C002	Removing Concrete Slope Paving For fifteen Dollars And zero Cents Per SQYD	15.00	440	SQYD	6,600.00
206D000	Removing Pipe For Forty Dollars And zero Cents Per LF	40.00	72	LF	2,880.00
206D003	Removing Curb And Gutter For twenty Dollars And zero Cents Per LF	20.00	30	LF	600.00
206E000	Removing Headwalls For seven hundred fifty Dollars And zero Cents Per Each	750.00	8	Each	6,000.00
210A000	Unclassified Excavation For sixteen Dollars And eighty Cents Per CUYD	16.80	6000	CUYD	100,800.00
210D001	Borrow Excavation (Loose Truckbed Measurement) For twenty five Dollars And zero Cents Per CUYD	25.00	200	CUYD	5,000.00
214A001	Structure Excavation with Foundation Backfill For one hundred forty-one Dollars And zero Cents Per CUYD	141.00	75	CUYD	10,575.00
260A000	Cement Mortar Flowable Backfill, Mix 1 For two thousand six hundred seventy Dollars And zero Cents Per CUYD	2,670.00	20	CUYD	53,400.00
4308044	Aggregate Surfacing (ALDOT #4) For eighty eight Dollars And zero Cents Per Ton	88.00	100	Ton	8,800.00
454A001	Cleaning And Sealing Concrete Pavement, Type I, Cracks (Epoxy Injected) (All Types and Lengths as Directed by the Engineer) For sixty five Dollars And zero Cents Per LF	65.00	150	LF	9,750.00
490D001	Structural Spall Repair For fifteen hundred Dollars And zero Cents Per SQFT	1,500.00	5	SQFT	7,500.00
530A001	18" Roadway Pipe (Class 3 R.C.) For ninety six Dollars And zero Cents Per LF	96.00	16	LF	1,536.00
530A002	24" Roadway Pipe (Class 3 R.C.) For one hundred two Dollars And zero Cents Per LF	102.00	48	LF	4,896.00
530A003	30" Roadway Pipe (Class 3 R.C.) For one hundred twenty five Dollars And fifty Cents Per LF	125.50	56	LF	7,028.00
530A004	36" Roadway Pipe (Class 3 R.C.) For one hundred sixty eight Dollars And zero Cents Per LF	168.00	16	LF	2,688.00
600A000	Mobilization For forty five thousand Dollars And zero Cents Per LS	45,000.00	1	LS	45,000.00

Revised per Addendum No. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
610C001	Loose Riprap, Class 2 For one hundred five Dollars And zero Cents Per Ton	105.00	2500	Ton	262,500.00
610D003	Filter Blanket, Geotextile For three Dollars And fifty Cents Per SQYD	3.50	1610	SQYD	5,635.00
614A000	Slope Paving For two thousand Dollars And zero Cents Per CUYD	2,000.00	31	CUYD	62,000.00
618A000	Concrete Sidewalk, 4" Thick For eighty five Dollars And zero Cents Per SQYD	85.00	30	SQYD	2,550.00
618B001	Concrete Driveway, 5" Thick For one hundred six Dollars And zero Cents Per SQYD	106.00	20	SQYD	2,120.00
619A101	18" Side Drain Pipe End Treatment, Class 1 For one thousand nine hundred Dollars And zero Cents Per Each	1,900.00	2	Each	3,800.00
619A102	24" Side Drain Pipe End Treatment, Class 1 For two thousand Dollars And zero Cents Per Each	2,000.00	3	Each	6,000.00
619A103	30" Side Drain Pipe End Treatment, Class 1 For two thousand two hundred sixty Dollars And zero Cents Per Each	2,260.00	3	Each	6,780.00
619A104	36" Side Drain Pipe End Treatment, Class 1 For two thousand eight hundred seventy five Dollars And Cents Per Each	2,875.00	2	Each	5,750.00
620A000	Minor Structure Concrete For two thousand six hundred Dollars And zero Cents Per CUYD	2,600.00	8	CUYD	20,800.00
631C010	Guardrail Reset For fifty five Dollars And zero Cents Per LF	55.00	150	LF	8,250.00
650A000	Topsoil For thirty five Dollars And zero Cents Per CUYD	35.00	190	CUYD	6,650.00
652A100	Seeding For two thousand Dollars And zero Cents Per Acre	2,000.00	6	Acre	12,000.00
652C000	Mowing For two hundred Dollars And zero Cents Per Acre	200.00	10	Acre	2,000.00
654A000	Solid Sodding For nine Dollars And fifty Cents Per SQYD	9.50	750	SQYD	7,125.00
656A010	Mulching For two thousand Dollars And zero Cents Per Acre	2,000.00	6	Acre	12,000.00
659A000	Erosion Control Netting For two Dollars And fifty Cents Per SQYD	2.50	1000	SQYD	2,500.00
665E000	Polyethylene For one Dollars And sixty Cents Per SQYD	1.60	1000	SQYD	1,600.00
665J002	Silt Fence For five Dollars And sixty five Cents Per LF	5.65	2000	LF	11,300.00
665O001	Silt Fence Removal For zero Dollars And fifty Cents Per LF	0.50	4000	LF	2,000.00
665Q002	Wattle For eight Dollars And zero Cents Per LF	8.00	1000	LF	8,000.00

Revised per Addendum No. 1

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNIT QUANTITY	UNIT	EXTENDED TOTAL
690A000	Project Sign For one thousand one hundred Dollars And zero Cents Per Each	1,100.00	1	Each	1,1100.00
6908000	Portable Toilets For one hundred Dollars And zero Cents Per Week	100.00	25	Week	2,500.00
740A000	Traffic Control Scheme For sixteen thousand Dollars And zero Cents Per LS	16,000.00	1	LS	16,000.00
999A000	Site Grading For twenty thousand Dollars And zero Cents Per LS	20,000.00	1	LS	20,000.00
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer For Twenty Thousand Dollars and Zero Cents per LS.	$ 25,000.00	1	LS	$ 25,000.00
				Total Bid =	$828,213.00

Revised per Addendum No. 1

Base Bid

Total (All items listed in Proposal) $828,213.00

Written in words eight hundred twenty eight thousand two hundred thirteen

Number of working days to complete 120

Signature of Bidder Spencer M Rogers
(If a firm or individual)

Address of Bidder 351 State Street, Mobile Al 36603

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

_____
Print

_____
Secretary

_____
Print

_____
Treasurer

_____
Print

Business
Address _____

Business
Address _____

Business
Address _____

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

Alabama 58362
State License Number

Corporate Seal

Revised per Addendum No. 1

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Kingdom Construction Group, LLC
(Name of Contractor)

351 State Street, Mobile , AL 36603
(Address)

as Principal, and Cincinnati Insurance Company
(Name of Surety)

6200 South Gilmore Road, Fairfield, OH 45014-5141
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered January 6, 2026 (Date)

Kingdom Construction Group, LLC (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Cincinnati Insurance Company (Name of Surety)

COUNTERSIGNED: _____

Charles E. Carper, IV, Attorney-In-Fact

Alabama Resident Agent By _____

Charles E. Carper, IV

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

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 6th day of January , 2026

BN-1457 (3/21)

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Kingdom Construction Group, LLC as Principal and Cincinnati Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Eight Hundred Twenty Eight Thousand, Two Hundred Thirteen & 00/100s Dollars ($ 828,213.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, 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 addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection 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 CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Kingdom Construction Group, LLC

BY: Spencer M Riggs Jr

(Signature)

Spencer M Riggs Jr

(Print)

ATTEST: Lisa Cross

(Signature)

Lisa Cross (Print)

ITS: President

(Title)

ITS: _____

Cincinnati Insurance Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

Charles E. Carper, IV

(Print)

ATTEST: Hannah Tomberlin

(Signature)

Hannah Tomberlin (Print)

ITS: Attorney-In-Fact

(Title)

ITS: Agent

Corporate Seal

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Kingdom Construction Group, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and
Cincinnati Insurance Company, 6200 South Gilmore Road, Fairfield, OH 45014-5141
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of dollars Eight Hundred Twenty Eight Thousand, Two Hundred Thirteen & 00/100s), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____ _____, 20___, entered into a Contract with the Owner for **BOLTON'S BRANCH DRAINAGE IMPROVEMENTS, City of Mobile Project No. 2026-3005-04** which agreement is by reference made a part hereof.

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

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

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

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

(Corporate Name) Kingdom Construction Group, LLC

BY: Spencer M Rugg II
(Signature)

ATTEST: Lisa Cross
(Signature)

SPENCER M RUGGS III
(Print)

Lisa Cross (Print)

ITS: President
(Title)

ITS: _____
(Title)

Cincinnati Insurance Company

(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Hannah Tomberlin
(Signature)

Charles E. Carper, IV
(Print)

Hannah Tomberlin (Print)

ITS: Attorney-In-Fact
(Title)

ITS: Agent
(Title)

Corporate Seal

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

George W. Thompson, III; Charles E. Carper, IV; Sabrina Donaldson; James A .Gunn; Kimberly A. Bradley; Robbie D. Duncan and/or Hannah Tomberlin

of Montgomery, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million Dollars and No/100 ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

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 Contractor.

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.

3. Automobile Liability Insurance:

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

Revised per Addendum No. 1

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

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

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a

bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents. Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the

Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Omit.

14. Omit.

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Latest Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. Omit.

34. Omit.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain

one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes erosion and sediment controls, as well as a result from any other construction related activities

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omit.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. Omit.

53. Omit.

54. Omit.

55. Omit.

56. Omit.

57. Omit.

58. Omit.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. Omit.

61. Omit.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors

will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documentation.

63. Omit.

64. Omit.

65. Omit.

Revised per Addendum No. 1

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Kingdom Construction Group LLC (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project No: 2026-3005-04
Project Description: Drainage Repairs
Major work items include: Removal and replacement of stormwater piping, rip rap placement, slope stabilization, and incidental concrete work.

City of Mobile Project Number **2026-3005-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $828,213.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:
(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:
(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:
(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

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and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) Whenever the word "ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report. The CONTRACTOR's schedule shall be updated monthly and submitted with each payment request.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for a minimum of three consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-1-1(f)(1) of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall ensure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2026 CIP (C1042). Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

Revised per Addendum No. 1

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

Spencer M Ruggs JR

AN INDIVIDUAL

SPENCER M Ruggs JR (Print)

WITNESSES:

Dorothy M Jones

Dorothy M. Jones (Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

_____(Print)

ATTEST:

Corporate Seal

_____

ITS SECRETARY

_____(Print)

_____

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Spencer M. Ruggs, Jr., whose name is signed to the foregoing instrument in the capacity of President of Kingston Construction Group LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 23rd day of February, 2026.

Lisa R. Cross

NOTARY PUBLIC My Commission Expires: 3/22/2026

LISA R. CROSS NOTARY PUBLIC ALABAMA STATE AT LARGE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. OMIT

6. OMIT

7. OMIT

8. OMIT

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A, *SOLID SODDING:*

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment
Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A, *EROSION CONTROL NETTING:*

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A, *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

Revised per Addendum No. 1

16. ITEM 690-B, *PORTABLE TOILETS - WEEKS*:

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. ITEM 740-A, *TRAFFIC CONTROL*:

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

18. ITEM 999-A, *SITE GRADING.*

Description
This pay item shall include all labor, tools, and equipment necessary to perform mass grading of the site, as shown on the drawings and specified herein, to control stormwater runoff and enable stabilization by means of permanent vegetation.

Revised per Addendum #1

Materials
There will be no material requirements for this pay item. The contractor shall utilize existing on-site material to perform mass grading of the site as shown on the drawings or as specified by the Project Engineer.

Method of Measurement
Partial payments may be made at the discretion of the Engineer. The total sum of all payments shall not exceed the original contract amount bid for this item.

Basis of Payment
This item will be paid for at the contract lump sum price bid.

19. ITEM 999-X, *WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.*

Description
This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials
All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Engineer or the City of Mobile.

Construction Requirements
The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement
All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition or as specified by the Engineer or the City Engineer.

Basis of Payment

a. UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{Value\ of\ work\ performed\ (in\ dollars)}{Lump\ sum\ value\ of\ pay\ item\ (in\ dollars} = Amount\ payable\ (in\ percent)$$

Revised per Addendum No. 1

b. PAYMENT SHALL BE MADE UNDER ITEM NO.:

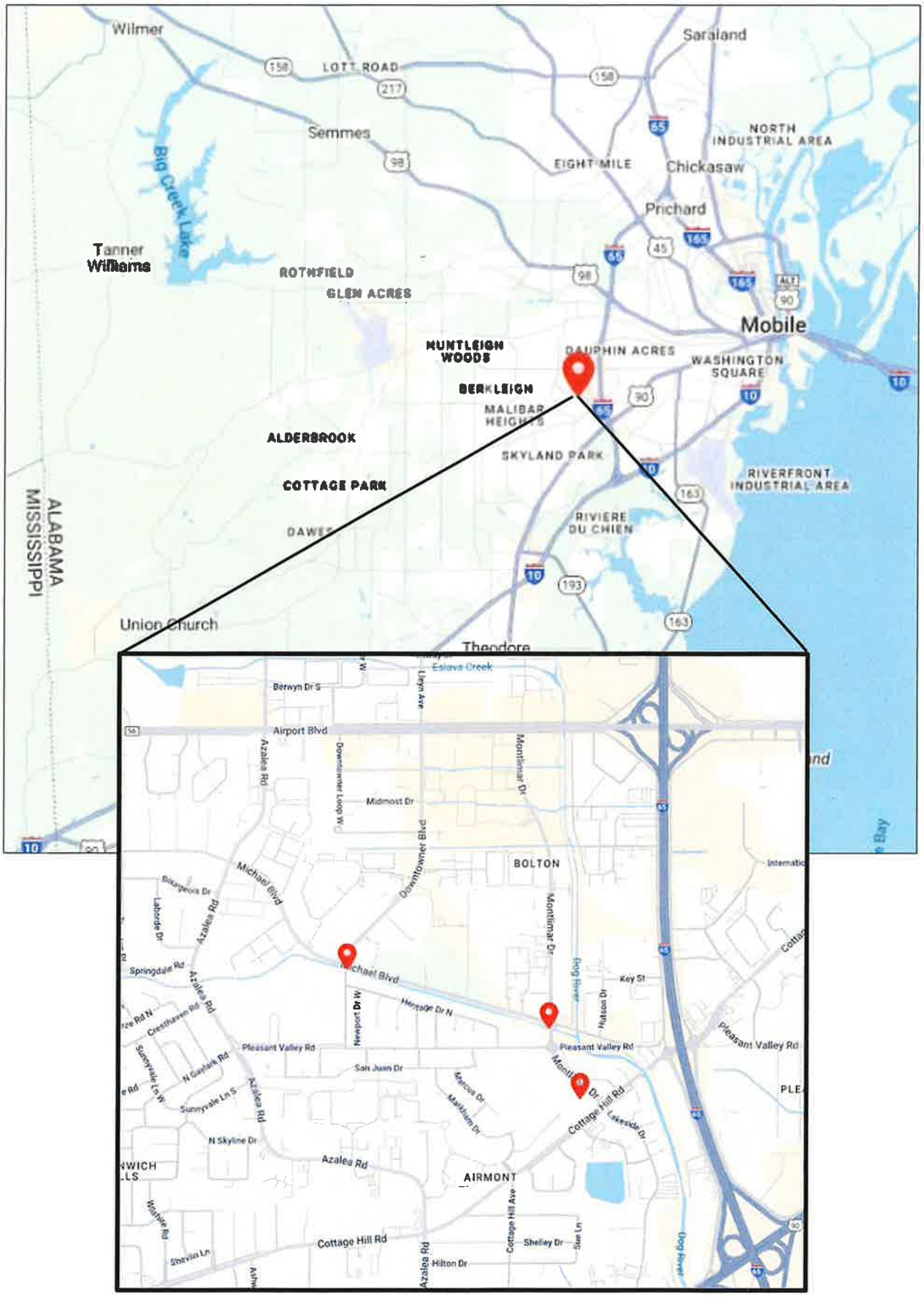
999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

Revised per Addendum No. 1

ATTACHMENT "A"

LOCATION

Revised per Addendum No. 1



Revised per Addendum No. 1

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

Revised per Addendum No. 1

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2026

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	CONTACT NAME: Jasmyne Giddens
Jasmyne C. Giddens 8600 Cottage Hill Road Suite 103 Mobile, AL 36695	PHONE (A/C, No, Ext): 251-304-9724 FAX (A/C, No): 866-422-7244 E-MAIL ADDRESS: jgiddens@alfains.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Alfa Mutual Insurance	19135
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Kingdom Construction Group LLC
351 State Street
Mobile, AL 36604

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☑ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS	✓	✓	SC075794	02/27/2026	02/27/2027	BODILY INJURY (Per accident)	$
	☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☑ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Project Name: Bolton's branch drainage improvements city of mobile
Project Number: 2026-3005-04

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable) which coverage shall be primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for nonpayment)

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jasmyne C. Giddens

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2026

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
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

License#: 79250
KINGCON-01

CONTACT NAME: Harrison Hawke/Karen McDaniel
PHONE (A/C, No, Ext): 334-277-8970 **FAX (A/C, No):** 334-271-0491
E-MAIL ADDRESS: k.mcdaniel@thomins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Richmond National Insurance Co	17103
INSURER B : AL Home Builders Self-Ins.	
INSURER C : Safety National Casualty Corp	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kingdom Construction Group, LLC
351 State St
Mobile AL 36603-6403

COVERAGES **CERTIFICATE NUMBER:** 1615548726 **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	RN-7-0510578	4/10/2025	4/10/2026	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
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			RN-7-0518076	3/2/2026	4/10/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		39339-00 SP4067497	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to the terms and conditions of Alabama Workers Compensation Laws.
Project: Bolton's Branch Drainage Improvements, City of Mobile. Project No. 2026-3005-04

Certificate Holder is Additional Insured with respects to General Liability, including Ongoing and Completed Operations, on a primary and noncontributory basis, as required by written contract and Additional Insured with respects to Automobile Liability as required by written contract. Waiver of Subrogation applies to General Liability and Umbrella Liability as required by written contract. Thirty (30) Days written Notice of Cancellation applies to General Liability and Umbrella Liability as required by written contract. As regards Workers Compensation: By waiving Subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
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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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
As required by written contract or written agreement in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".	Locations as required and specified by written contract or written agreement executed prior to the start of work on the project.
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
As required by written contract or written agreement in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage".	Locations as required and specified by written contract or written agreement executed prior to the start of work on the project.
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following provision is added to this Policy:

The insurance provided to additional insureds shall be excess with respect to any other valid and collectible insurance available to additional insureds, unless a written contract specifically requests that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or to which you are required by written contract or written agreement to waive your right of recovery because of payments we make for injury or damage directly caused by "your work" which is imputed to such person or organization
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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ATTACHMENT "C"

SUBCONTRACTING PLAN,
DBE UTILIZATION REPORT
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
AND SECRETARY OF STATE REGISTRATION

Revised per Addendum No. 1

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	Kingdom Construction Group
Address	351 State Street, Mobile, Al 36602
Telephone	251-259-0001
E-Mail	spencer@kingdomcg.us

RFP/RFQ Solicitation Number	2026-3005-04
Project Description	Bolton's Branch Drainage Improvements
Is your company a DBE company?	Yes [X] No [ ]
Work force demographics	Male 8 Female 1 Minority 5 Non-minority 4 SDVO _____ Total number of Employees 9

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Spencer Ruggs

Signature: Spencer Ruggs Date: 1-13-2026

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: Spencer Ruggs II Title: Owner

Email: spencer@kingdomcg.us Phone: 251-259-0001

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 Kingdom Construction Group Your Bid/Proposal Amount $ 828,213 Date: 1-13-2026

Description \ Name of Bidder/Proposer: Spencer Ruggs

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
ICS Trucking	214-490-4027	Trucking	20,000.00	2.41	Yes	
Evans and Company	251-622-5767	Materials	9,000	1.09	Yes	
L&G Industries	251-654-6042	Conrete	19,000.00	2.3	Yes	

Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

Revised per Addendum No. 1

		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. _____

_____

_____

55
Revised per Addendum No. 1
Page 100 of 1367

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development
Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

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

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

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

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

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

Revised per Addendum 1

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Spencer Ruggs II (affiant) who, being duly sworn says as follows:

President/CEO of Kingdom Construction Group .

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as owner for Kingdom Construction Group that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Kingdom Construction Group is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

2751476

CEO of Kingdom Construction Group s-s-n x Spencer Ruggs II.

Sworn to and subscribed before me this the 14th day of January, 2026

I certify that the affiant is known to me to be the identical party he or she claims to be.

Lisa R. Cross
Signature and Seal of Notary Public

3/22/26

LISA R. CROSS NOTARY PUBLIC ALABAMA STATE AT LARGE

Revised per Addendum No. 1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Kingdom Construction Group, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

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 shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. 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 1-888-464-4218.

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 I-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.

5. 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.

6. 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 5 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

7. 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.

8. 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.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. 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.

11. 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).

12. 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).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer 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 a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent 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.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent 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 E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must 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. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

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.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

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, the E-Verify Employer Agent, 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, the Employer, and the E-Verify Employer Agent. Kingdom Construction Group, LLC (Employer) hereby designates and appoints Coastal Human Resource Group, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987

Client Company ID Number: 2751476

Approved by:

Employer Kingdom Construction Group, LLC	
Name (Please Type or Print) Spencer Ruggs	**Title**
Signature Electronically Signed	**Date** 07/29/2025
E-Verify Employer Agent Coastal Human Resource Group, Inc.	
Name (Please Type or Print) Colleen E DeVoe	**Title**
Signature Electronically Signed	**Date** 07/29/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 07/29/2025

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Kingdom Construction Group, LLC
Company Facility Address	351 State Street Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	631209487
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 476987 **Client Company ID Number:** 2751476

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 476987 **Client Company ID Number:** 2751476

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Spencer Ruggs
Phone Number	2515547780
Fax	
Email	spencerruggs@hotmail.com

This list represents the first 20 Program Administrators listed for this company.

Alabama Secretary of State

Kingdom Construction Group, LLC	
Entity ID Number	001-056-054
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	01/05/2023
Registered Agent Name	Ruggs, Spencer Jr.
Registered Office Street Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Registered Office Mailing Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Nature of Business	
Organizers	
Organizer Name	Ruggs, Spencer Jr.
Organizer Street Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Organizer Mailing Address	421 Holcombe Ave., Suite C Mobile, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/05/2023 Certificate of Formation 4 pgs.

Browse Results New Search

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA
COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2026-3005-04
BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2026-3005-04
BOLTON'S BRANCH DRAINAGE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)

Contractor: _____

Subscribed and sworn to before me this _____

_____day of _____, 20___. By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

Revised per Addendum No. 1

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for three (3) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

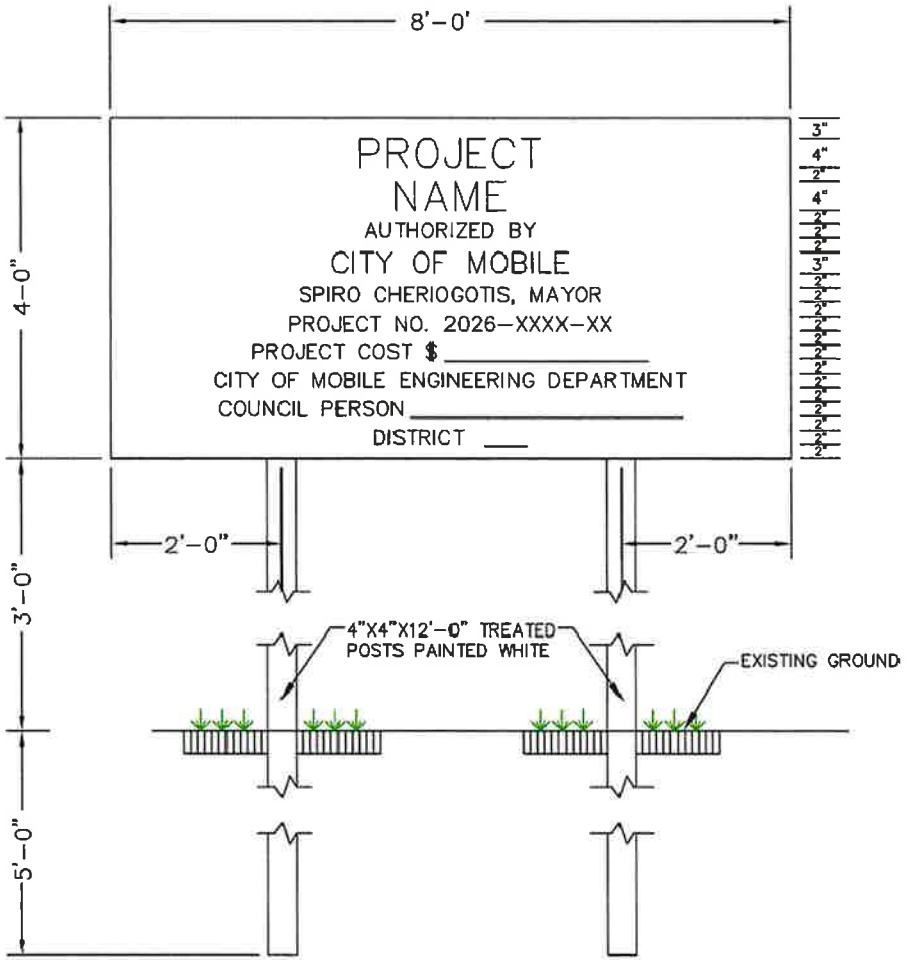
All the above requirements must be satisfied by the Contractor before final payment can be made.

Revised per Addendum No. 1

ATTACHMENT "E"

SIGN DETAILS

Revised per Addendum 1



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
2) Sign to be placed at location directed by the Engineer.
3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

CITY STANDARD DRAWING
PROJECT SIGN

SCALE: N.T.S.	SHEET 1 OF 1	10-27-2025

Revised per Addendum No. 1

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 1-13-2026

Name of Project: BOLTON'S BRANCH DRAINAGE IMPROVEMENTS
Project Number: 2026-3005-04

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 17,302.00

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

Legal Name of Bidder Kingdom Construction Group

Mailing Address 351 State Street, Mobile, Al 36602

***By (Legal Signature)** Spencer M Ruggs II

*Name (type or print) Spencerc Ruggs II Spencer Ruggs Jr (Seal)

*Title Owner

Telephone Number 251-459-0001

Revised per Addendum No. 1

Addendum No. 1

To: All Plan Holders

From: Matt Rogers

Date: January 9, 2026

RE: Bolton's Branch Drainage Improvements
Project No. 2026-3005-04

The plans and specifications are hereby revised as follows:

General:

1. Minutes from the January 7, 2026, mandatory pre-bid meeting are included with this addendum. Items highlighted in red indicate revisions made to the meeting agenda.
2. A copy of the sign-in sheet from the January 7, 2026, mandatory pre-bid meeting is included with this addendum.
3. A utility map has been provided by MAWSS showing approximate locations and sizes of existing water and sewer facilities along Michael Blvd. This map is included with this addendum.
4. A revised copy of the project manual is included with this addendum. Please note the footer has been updated to state "Revised per Addendum No. 1".
5. A revised copy of the plans is attached via email. Updated sheets are indicated by "Revised per Addendum No. 1" in the top right corner and revisions are clouded in red.
6. The City Office of Small Business Development has provided two lists of DBE certified businesses for reference. These are attached via email.

RFI Response Log:

1. Will Type "A" Silt Fence be utilized for entire project?
    a. All silt fence utilized on this project shall be in accordance with ALDOT Standard Specifications Section 665.

2. How long will the contractor be required to maintain grass ground cover after completion of construction?
    a. Per Item VIII – Special Provisions Note 25, *It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.*

All bidders on this project are advised to email a signed copy of this sheet to the City of Mobile (matt.rogers@cityofmobile.gov) prior to Tuesday, January 13, 2026 at 12:00 PM.

A copy of the entire addendum (all 77 pages) must be submitted in order for a bid to be considered responsive.

If you have any questions regarding this addendum, please contact our office.

Sincerely,

Matthew C. Rogers, P.E.
Project Manager

SIGNED: Kingdom Construction Group
Company Name

Spencer M Rogers
Contractor's Representative

1-14-2026
Date

Pre-Bid Meeting Minutes

Date: January 7, 2026, 10:00 AM

RE: Bolton's Branch Drainage Improvements
Project No. 2026-3005-04

Meeting Location:

1. City of Mobile Engineering Department Conference Room
   Mobile Government Plaza, Third Floor South Tower

Introductions:

1. City of Mobile Engineering Department
   ~~a. John Forrester~~
   ~~b. Tammy Lambeth~~
   c. Matt Rogers
2. Attendees – See attached sign-in sheet

General:

1. This is a mandatory pre-bid meeting for City of Mobile Project No. 2026-3005-04 – Bolton's Branch Drainage Improvements. Any contractor not represented at this meeting will be disqualified from bidding on the project.
2. Plans and specifications may be obtained from the City of Mobile Engineering Department via email (matt.rogers@cityofmobile.org).
3. Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.
4. One hundred twenty (120) working days are allowed for the construction of the project.
5. The engineer's estimate for this project is approximately $1,000,000.00
6. All questions must be presented in writing via email (matt.rogers@cityofmobile.org) prior to January 9, 2026 at 12:00 PM. The City will respond via Addendum as appropriate.
7. Failure to submit the entire bid package shall render the bidder non-responsive.
8. There is a 5% DBE goal for this project. This was reduced from the 15% DBE goal which was discussed during the pre-bid meeting.

Project Details:

1. This project is located at two separate sites.
    a. Bolton's Branch – located south of Michael Boulevard between Davidson School Drive and Montlimar Drive.
        i. Scope of work includes removing and replacing headwalls, removing concrete slope paving, placing rip rap, and crack/spall repair on the existing culvert under Montlimar Drive (BIN #13975) (Condition State 3).
    b. 1450 Montlimar Drive – located between Cottage Hill Road and Pleasant Valley Road.
        i. Scope of work includes mass grading of the existing site utilizing on-site material, maintenance of BMPs, and stabilization through permanent vegetation.

Clarifications:

1. The specifications will be revised via Addendum No. 1 as follows:
    a. Corrected formatting on Bid Bond, Labor and Materials Bond, and Performance Bond forms.
    b. Revised Bid Form is attached.
    c. Revised DBE forms are included in Attachment C. Additionally, the DBE Utilization Report is now referenced by the Special Provisions and Articles of Agreement.
    d. A revised bid book will be provided to all in attendance at the pre-bid meeting. On all pages, the footer has been revised to indicate "Revised per Addendum No. 1".
    e. Item VIII – Special Provisions, Item 4 has been revised to reduce the DBE goal from 15% to 5%.
2. The plans will be revised via Addendum No. 1 as follows:
    a. The following note has been added to Sheet 2:
    21. All paved surfaces impacted by construction shall be kept clean and free of sediment or debris at all times. This includes existing material that may be present prior to construction. Street Sweeping shall be considered a subsidiary obligation to Pay Item 600A, Mobilization.
    b. Revised Summary of Quantities on Sheets 3 and 3a.
    c. Concrete driveway added on Sheet 9.
    d. Miscellaneous details added on Sheets 14 and 15.

Important Dates:

1. January 7, 2026, 10:00 AM – Mandatory Pre-Bid Meeting
2. January 9, 2026, 12:00 PM – Last opportunity to submit questions.
3. January 14, 2026, 2:30 PM – Bid Opening

Questions:

1. Can a pay item for Flexamat be added for areas where there is concern about cover over existing utilities?
    a. No. The contractor will determine the actual utility depths via potholing or probing during construction. If shallow cover remains a concern, the City may elect to place concrete slope paving beyond the pipe end treatments in lieu of rip rap.
2. The berm detail on Sheet 9 shows solid sod but there is no quantity setup. Please clarify.
    a. 500 square yards have been added.

3. Mobilization is currently shown as a contingency pay item. Please clarify.
    a. Mobilization for this project will be paid as one lump sum under Pay Item 600A-000. This was noted on the Summary of Quantities under the Contingency Items column as 1.0 lump sum as opposed to breaking it down as a percentage at each individual work area.
4. Can we separate the pay items for Foundation Backfill and Structure Excavation?
    a. No. Due to the anticipated small quantity of these items, we feel will be more efficient to leave them together.
5. Can material from the Montlimar Drive property (Site No. 26) be hauled off?
    a. Yes. Suitable material from this site may be utilized as borrow material for the work along Michael Blvd.
6. Will the concrete on this project require a state mix?
    a. No. There is no requirement for an ALDOT approved concrete mix. All concrete used on this project shall be 3,000 psi minimum compressive strength required in 28 days. Any testing required will be coordinated by the City.
7. What level of traffic control will be required? Will there be any restrictions?
    a. A traffic control plan must be submitted to the City for approval (ladnerb@cityofmobile.org). Assume advanced warning signs, drums, etc. will be required at each location (Michael Blvd and Montlimar Drive). Assume temporary lane closures with flaggers on Michael Blvd. Assume a single lane closure on Montlimar Drive when the driveway is constructed. As long as the work doesn't interfere with school traffic, the contractor may work between 8:30 AM to 2:30 PM and after the dismissal traffic has cleared, but they must be out of the road by 4:00 PM.
8. When is the anticipated start date for this project?
    a. Assuming bids are received within budget, we anticipate starting construction approximately 6 to 8 weeks after opening bids.

Project No. 2026-3005-04
Bolton's Branch Drainage Improvements
Mandatory Pre-Bid Meeting
January 7, 2026 @ 10:00 AM

	Company Name	Contact	Contact Info.
1	City of Mobile	John Forrester	Phone: (251) 591-9100 Email: forresterj@cityofmobile.org
2	City of Mobile	Tammy Lambeth	Phone: (251) 463-4285 Email: tammy.lambeth@cityofmobile.org
3	City of Mobile	Matt Rogers MR	Phone: (251) 459-3943 Email: matt.rogers@cityofmobile.org
4 ✓	McElhenney Const.	Drew Windham	Phone: 228-217-7761 Email: drew@mcelhennyconst.com
5 ✓	Kingdom Construction Group DBE	SPENCER Ruggs	Phone: 251 554-7780 Email: SPENCER@Kingdomcg.us
6 ✓	Antonio Taylor Jamp Adams	Antonio Taylor	Phone: Email: Cowboy 5555@yahoo.com
7	City of Mobile	Oniel Morrison	Phone: 251 281-5164 Email: 251-285-7577
8 ✓	Parton Smith, Inc	Carl Hanke	Phone: 251-957-1555 Email: Carl@psinc.biz
9 ✓	Fulcrum Construction	Pat McPherson	Phone: Pat.McPherson@FulcrumGroup.com Email:
10 ✓	Scott Appleton	PC Russell	Phone: 251-487-6999 Email: Jason@PCRussell.com
11 ✓	APAC ALABAMA	JOHN McLAUGHLIN	Phone: 251 490-7602 Email: john.mclaughlin@apac.com
12 ✓	Ranger Environmental	David Guth	Phone: 251-386-8071 Email: dguth@rangerenv.us
13 ✓	C. Thornton Inc ~~Joe Regan~~	JOE REGAN	Phone: JOEREGAN@CThorntoninc.com Email: 251-639-1906

Project No. 2026-3005-04
Bolton's Branch Drainage Improvements
Mandatory Pre-Bid Meeting
January 7, 2026 @ 10:00 AM

	Company Name	Contact	Contact Info.
14 ✓	C. Thornton Inc.	Emmanuel Gregory	Phone: 251-583-5181
			Email: egregory@cthorntoninc.com
15	MAWSS	Dennis Johnson	Phone: 251-234-0368
			Email: djohnson@mawss.com
16 ✓	Chris Brewer Contracting	Carson Tortorich	Phone: 251-421-6103
			Email: carson@chrisbrewercontracting.com
17	City of Mobile [redacted]	Anthony Morris	Phone: 251-604-6428
			Email: anthony.morris@cityofmobile.gov
18	MAWSS	Rusty Lomax	Phone: 251-591-7130
			Email: RLOMAX@MAWSS.COM
19			Phone:
			Email:
20			Phone:
			Email:
21			Phone:
			Email:
22			Phone:
			Email:
23			Phone:
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24			Phone:
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25			Phone:
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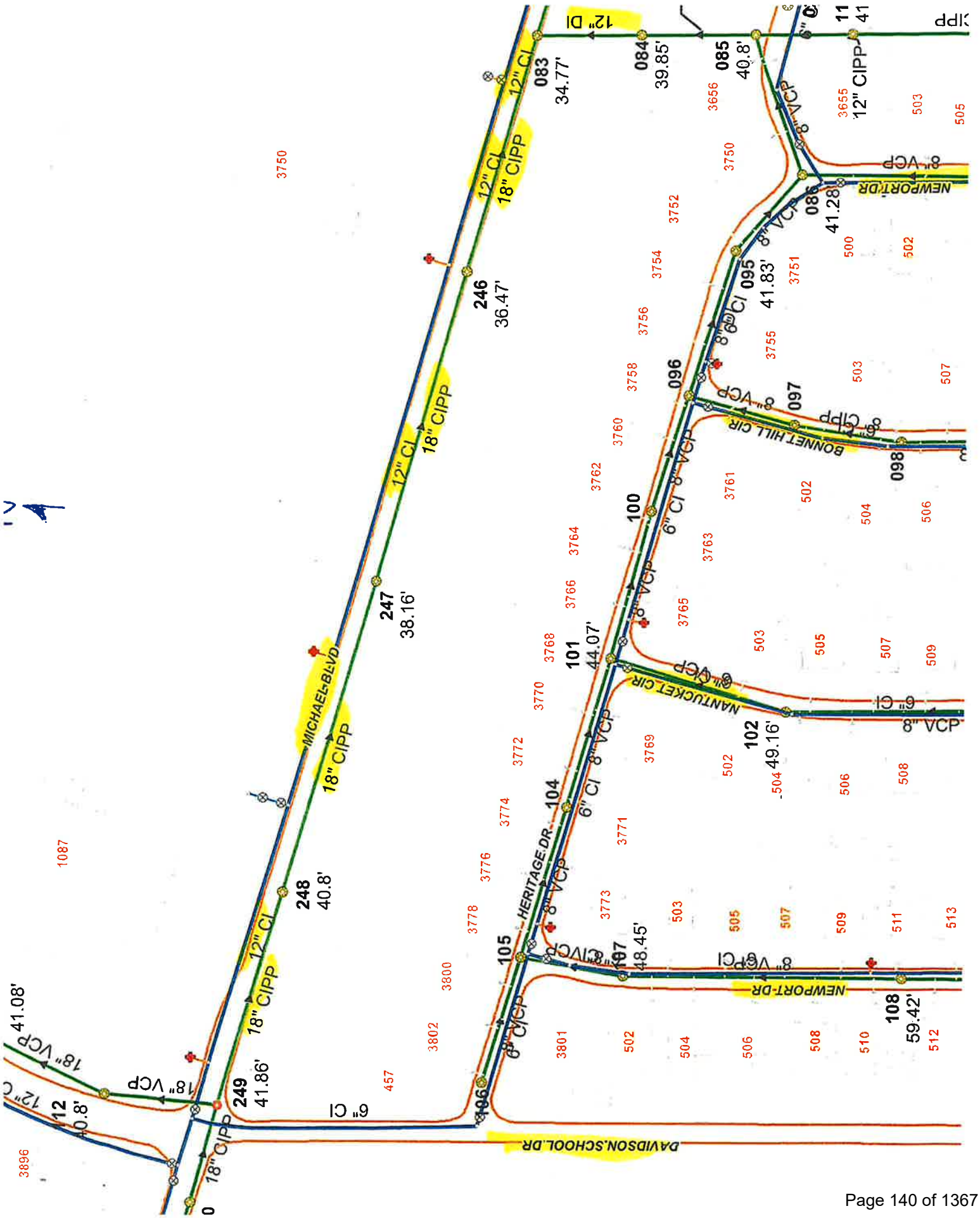
26			Phone:
			Email:



MICHAEL BLVD
HERITAGE DR
NEWPORT DR
BONNET HILL CIR
NANTUCKET CIR
DAVIDSON SCHOOL DR
12" CI
18" CIPP
12" DI
12" CIPP
8" VCP
6" CI
6" CIPP
18" VCP
083
34.77'
084
39.85'
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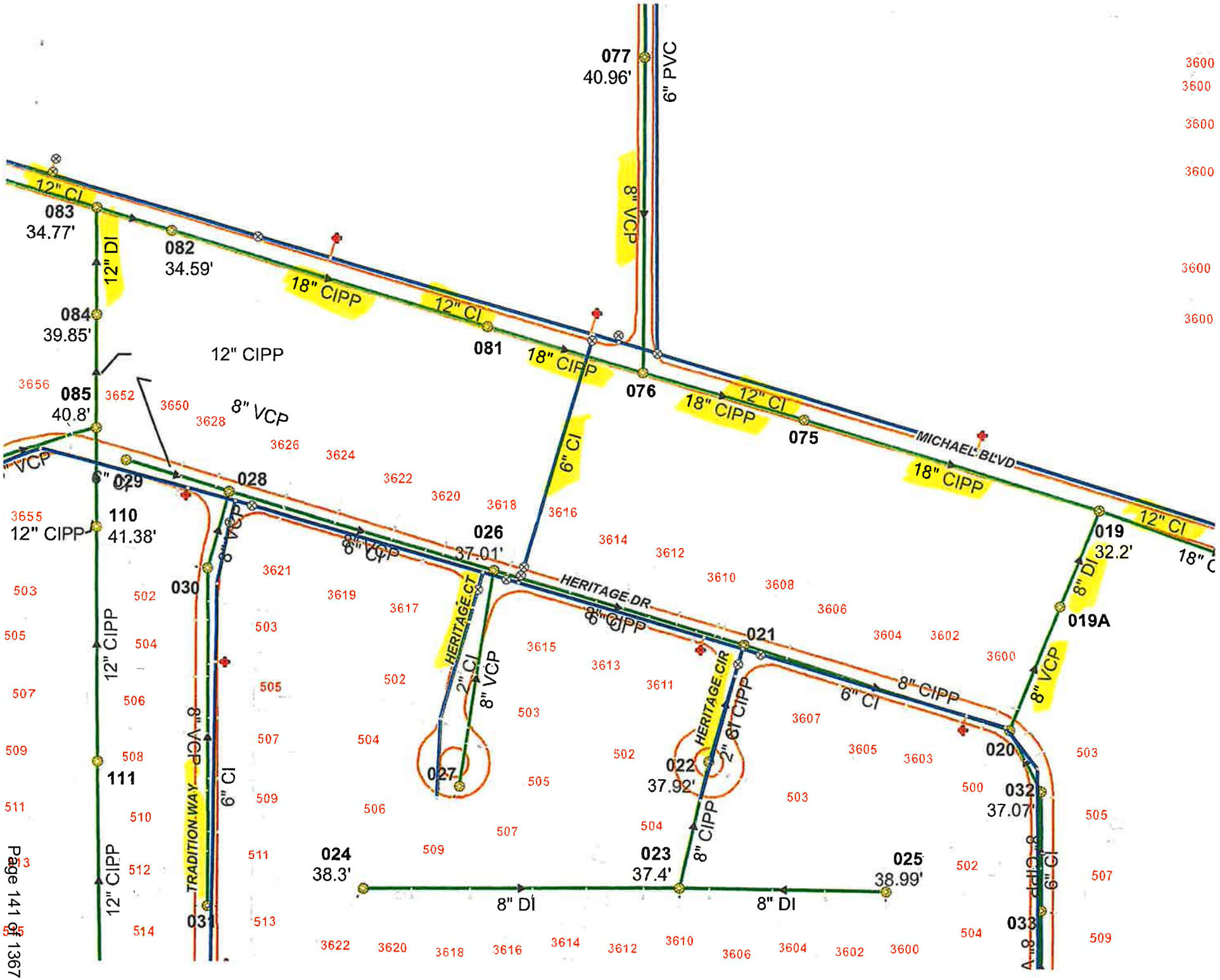
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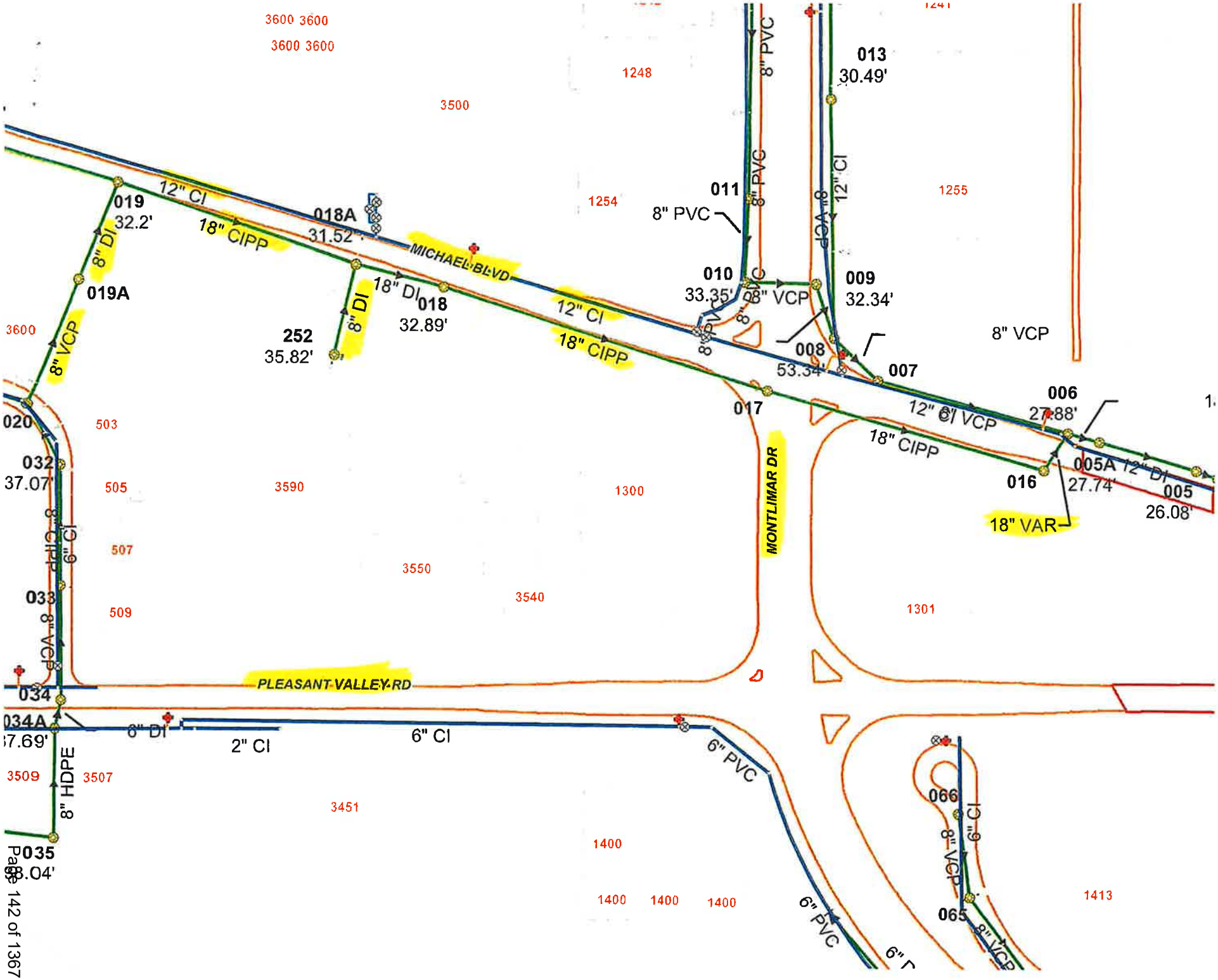

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize the History Museum of Mobile Operating Agreement

Amount of Contract:
$1,585,000.00

Funding Source
General Fund

ATTACHMENTS:
1. Final History Museum of Mobile Updated Operating Agreement(66386551.1)(002)(66476947.1)
2. Resolution - Museum Operating AGreement (1)

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGREEMENT BETWEEN THE MOBILE MUSEUM BOARD AND THE CITY OF MOBILE

THIS AGREEMENT ("Agreement"), made and entered into by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the "City"), and the History Museum of Mobile Board (the "Board") which was established by the Mobile City Council pursuant to *Ala. Code* Section 11-47-16, and the parties hereto agree as follows:

WHEREAS, The City is the owner of the real property, buildings and improvements known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum (collectively the "Facilities"); and

WHEREAS, the Board was established by City Council Ordinance pursuant to *Ala. Code* Section 11-47-16. and was incorporated on September 22, 1965. Pursuant to Mobile City Code Section 15-106, following its incorporation, property donated to the Board is the property of the Board, but upon the dissolution of the Board all property owned by the Board at the time of the dissolution shall become the property of the City. This property shall, for purposes of this Agreement. be referred to as the "Collection." The City does not claim ownership of any intellectual property developed by or at the direction of the Board, including but not limited to web pages, advertisements, or exhibit materials; and

WHEREAS, this Agreement is intended by both parties to address the operations and management of the Facilities and not the ownership of the Collection under City Code Section 15-106; and

WHEREAS, the City desires to engage the Board to manage all of the Facilities and the Board desires to accept such engagement on the terms and conditions set forth herein. The parties mutually agree that this agreement does not alter or amend the rights and responsibilities of the Board under applicable City ordinances; and

WHEREAS, the City finds and concludes that this Agreement in all respects serves a legitimate public purpose and furthers the general public welfare.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms have the meanings:

"**Annual Plan**" - defined in Section 6.2.

"**Approved Budget**" - any budget submitted by the Board and approved by the City pursuant to

Section 6.

"**Capital Improvements**" - any and all fixtures, systems (including plumbing systems, electrical wiring, conduits, junctions and other equipment, and heating and air conditioning systems) machinery, ovens, and any concessions and catering equipment and all other equipment used in connection with the operation of the Facilities, whether additional or replacement, and any and all building additions, alterations, renovations, repairs or improvements, except for any items in the above-named categories that were purchased by or belonged to the Board.

"**Fiscal Year**" - a one-year period beginning October 1 and ending September 30.

"**Laws**" - all federal, state, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions.

"**Management Term**" - the Initial Term of this Agreement as stipulated in Section 3.1 and the Extended Term under Section 3.2, if any.

"**Operating Expenses**" - any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in promoting, operating, maintaining and managing the Facilities, including those listed in **Exhibit A**, all as determined in accordance with generally accepted accounting principles, consistently applied, and excluding depreciation, Capital Expenditures, and City Expenses.

2. Engagement of the Board.

2.1 Engagement and Authority of the Board. Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Board, to manage, operate, and promote the Facilities for the duration of the Management Term pursuant to the requirements provided herein, and the Board hereby accepts such engagement. In such capacity, the Board shall have authority over and responsibility for the day-to-day operation of the Facilities and all activities therein, as further described in **Exhibit B**.

In its management of the Facilities, the Board shall comply with the American Alliance of Museums standards, procedures for museum record keeping, including museum record keeping, accessioning, cataloging, loans, deaccessioning, photography, and reporting annual collection data.

Failure to do so may result in a termination for default under paragraph 12.1 herein.

2.2 Reservation of Rights of City.

(a) In General. The City, including members of City Council and those acting on its behalf, shall have the right to enter all portions of the Facilities to inspect same, to observe the performance by the Board of its obligations under this Agreement, to

install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to the Board for security purposes and to minimize any interference with or disruption of the Board's work under this Agreement. Nothing contained in this Section: (i) is intended or shall be construed to limit any other rights under this Agreement. nor shall this Section: (ii) impose or be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. All of the above notwithstanding, the City agrees to maintain the Facilities in good repair consistent with their intended use by the public.

(b) Emergencies. The City reserves the right in the exercise of its police powers to assume control of and responsibility for the Facilities and to preempt scheduled or unscheduled events or activities as necessary in case of natural disasters or other emergencies in order to use the Facilities as shelters, staging areas or other functions in response to such exigent circumstances but shall act in good faith to minimize the disruption of the use of the Facilities under this Agreement.

(c) Meetings. The City shall have the right to hold its annual City Council Meeting in the Old City Hall.

3. Management Term.

3.1 Initial Term. The term of this Agreement shall begin effective October 1, 2025 and shall continue for three (3) years thereafter (the "Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

3.2 Extended Terms. OMITTED.

4. Payment.

4.1 Operating Expenses for the Initial Term. Until this Agreement expires or is earlier terminated, the Board shall receive payment from the City in the total amount of One Million Five Hundred Eighty-Five Thousand Dollars and 00/100 ($1,585,000.00) for the applicable Fiscal Year. Such funds shall be used by the Board solely to cover the Operating Expenses identified in Exhibit A in connection with the management and operation of the Facilities.

The total amount shall be paid in four (4) equal quarterly installments beginning on October 1st and the first day of each subsequent quarter of the applicable Fiscal Year.

The Board acknowledges and agrees that funding under this Agreement is subject to annual

appropriation and may be increased or decreased in any subsequent Fiscal Year based on changes in the City's budget. The City retains sole and absolute discretion with respect to its budgeting decisions.

5. Budgets and Operating Expenses.

5.1 City Expenses. The City shall continue to provide, at its sole cost and at no cost to the Facilities or the Board, payment of the electricity, water, and gas bills for the Facilities, Capital Improvements as defined herein, replacements for those Capital Improvements when deemed necessary at the City's discretion, and expenditures for repair and maintenance of any category of Capital Improvements which exceed $1,000 in the aggregate, including but not limited to all maintenance, repairs and replacements of the heating, ventilation and air conditioning systems ("City Expense"). The City is responsible for all City Expenses, and the costs thereof are separate from the funds provided to the Board to cover Operating Expenses.

5.2 Capital Improvements. The authority to perform, direct and supervise Capital Improvements, shall remain with the City, and the cost thereof will not be considered Operating Expenses, except that the Board may make Capital Expenditure purchases in transactions in which the aggregate value does not exceed $2,500, without authorization by the City. The Annual Plans submitted pursuant to Section 6 shall include the Board's recommendation for Capital Improvements purchases to be accomplished during the upcoming Fiscal Year, an estimate of the cost of all such items and projects, and a request that the City budget funds therefore. The City shall retain the discretion to determine whether and to what level to fund Capital Improvements.

6. Records, Audits, and Reports.

6.1 Records and Audits. The Board shall keep full and accurate accounting records relating to its activities at the Facilities, including bank statements, and shall provide to the City Finance Department, Department of Civic and Cultural Affairs, and the Mobile City Council quarterly financial statements in the format attached hereto and labeled **Exhibit D**. The Board shall give the City's authorized representatives access to such books and records maintained at the Facilities during reasonable business hours and upon reasonable advance notice and, upon the request of the City, shall deliver copies of all bank statements and other documents and reports reasonably requested by the City. The City reserves the right to withhold or adjust payment to the Board for any quarter in which the Board's financial reports do not meet generally accepted accounting principles. The Board shall keep and preserve for at least seven years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues and Operating Expenses for such period. Additionally, the Board shall deliver to the City annual financial statements within thirty (30) days after the close of each Fiscal Year prepared in accordance with generally accepted accounting principles. The City shall have the right to conduct an audit of any annual report delivered in connection with this Section and/or any quarterly report delivered hereunder.

6.2 Annual Plan. At least three (3) months prior to the end of each Fiscal Year during the Management Term, the Board shall provide to the City an annual management plan for the succeeding Fiscal Year (the "Annual Plan"), which shall include the annual operating budget and annual cash flow budget for each of the Facilities for the next Fiscal Year, and a current organizational chart including all Board employees. A copy of the Annual Plan shall be simultaneously provided to the City Council. The Annual Plan shall include information regarding the Board's anticipated operations for such Fiscal Year, requested Capital Improvements purchases, and anticipated budgets therefor. The Annual Plan shall be subject to review, and approval by the City. The timing of the submission of the budgets and the Annual Plan and of the City's approval thereof will be mutually agreed upon by the parties. The Approved Budgets may be amended by the parties pursuant to procedures mutually agreed upon the parties. The Board shall not spend any funds budgeted for wages and salaries as they appear in **Exhibit D**, for a different purpose without a budget amendment approved in writing by the City.

6.3 Quarterly Reports. Within 15 working days of the end of each quarter during the Management Term, the Board shall provide to the City's Director of Civic and Cultural Affairs a written report in a form approved by the City setting out the Facilities' anticipated activities and financial condition for the upcoming quarter and reporting on the prior quarter's activities and finances. A copy of this written report shall be submitted to the Mobile City Council at the same time as submitted to the Director of Civic and Cultural Affairs.

6.4 Year to Year Funding. To qualify for City funding for the next following fiscal year, the Board shall document and provide the City with such documentation regarding: (1) revenues, including but not limited to, endowments, grants, donations, government funding from the county, state and federal governments, and income from other sources; (2) attendance, including admissions, individual or group, school visits, and other community participation; (3) fundraising activities; (4) volunteer participation in Board projects and events; and (5) all financial reporting required by this agreement. A copy of this documentation shall be simultaneously submitted to the Mobile City Council.

7. Board Employees.

7.1 Employees. Prior to and during the Management Term, the Board shall select, train, and employ at the Facilities such number of employees as the Board deems necessary or appropriate to satisfy its responsibilities hereunder.

7.2 Responsibility and Control. The Board's employees at the Facilities shall not for any purpose be considered to be employees of the City, and the Board shall be solely responsible for their supervision, daily direction and control, and for setting and paying, as Operating Expenses, the employees' compensation (including federal, state and local income tax withholding), any employee benefits, and all costs related to their employment. However, pursuant to City Ordinance Section15-103, members of the Board shall not receive any compensation for their

services. The Board shall have the sole authority to hire, terminate and discipline any and all employees working at the Facilities.

7.3 Board employees shall receive wages at a rate no lower than the wage rate for an entry level Public Service Worker established for the City of Mobile by the Mobile County Personnel Board. Any adjustments to the minimum wage must take place no later than the first day of the following fiscal year following the increase by the City of Mobile. However, Board employees are not City employees and serve at the will of the Board and are not eligible for the benefits or protections afforded employees in the Mobile County Merit System.

8. Insurance.

The Board shall obtain, maintain and keep current on behalf of itself and the City, all insurance coverages set forth in the attached **Exhibit C** (Certificate of Insurance) and such other coverage as shall be prescribed by law from time to time. The cost of all premiums for the insurance maintained by the Board pursuant to this Agreement shall be paid by the Board as an Operating Expense. The City agrees to maintain insurance policies in compliance with **Exhibit C**.

9. Indemnification.

The Board will indemnify the City, its elected officials, employees and agents, and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Facilities, or the occupancy or use by the Board of the Facilities or any part thereof, or occasioned wholly or in part by any act or omission of the Board, its agents, contractors, employees, servants, invitees, lessees or concessionaires except to the extent caused by the negligence or willful misconduct of the City, its elected officials, employees or agents. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against the Board, the Board shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation.

10. Admissions, Donations and Rental Income.

The Board shall retain all revenue derived from admissions to and rentals of the Facilities, and, at its discretion, utilize said funds to further the purposes of the Board as established by City Ordinance pursuant to Mobile City Code Sections 15-105 and 15-106. Said income, including donations to the Board and any corporation whose purpose is to support the Museum, shall be reported to the City in the Board's quarterly reports and reported in the annual cash flow budget.

11. Assignment.

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

12. Termination.

12.1 Termination. Either party may terminate this Agreement upon a default by the other party hereunder. A party shall be in default hereunder if it fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof, and such failure continues for more than sixty (60) days after written notice thereof from the other party. Examples of material defaults include, but are not limited to, submitting quarterly statements on a form not acceptable to the City and submitting annual financial statements that are not prepared in accordance with generally accepted accounting principles. In the event that a default (other than a default in the payment of money) is not reasonably susceptible to being cured within the 60-day period, the defaulting party shall not be considered in default if it shall within such sixty (60) day period have commenced with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. In the absence of any default, the City may, at its sole discretion, terminate this Agreement without cause or for convenience by providing sixty (60) days notice thereof.

12.2 Surrender of Premises. If the Board is incorporated on the date in which this Agreement either terminates or expires, the City and the Board agree to cooperate and exercise due diligence to allow the relocation of the Collection in an orderly fashion that does not disrupt or interfere with the public service performed by the Board. All City-owned equipment and furnishings shall be returned to the City in good repair, reasonable wear and tear excepted. If the Board is no longer incorporated, City Code Section 15-106 provides that the Collection becomes the property of the City, therefore, the Board shall be required to return the Collection with the other City-owned equipment and furnishing as required herein. A copy of all reports, records, including financial records, and documents maintained by the Board at the Facilities relating to this Agreement shall be immediately surrendered to the City by the Board upon termination or expiration.

13. Miscellaneous.

13.1 No Partnership or Joint Venture. Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the Board.

13.2 Entire Agreement; Prior Agreements; Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto. Nothing in this Agreement is intended to or does modify or restrict the rights of the Board as established by the Ordinances relating to the Board.

13.3 Force Majeure. No party will be liable or responsible to the other party for any delay,

damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten days of date on which such party gains actual knowledge of the event of Force Majeure that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, inability to obtain materials, supplies, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

13.4 Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective successors and permitted assigns.

13.5 Notices. Any notice, consent or other communication given pursuant to this Agreement will be in writing and will be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (d) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the City:

City of Mobile
ATTN: Director, Civic and Cultural Affairs
P.O. Box 1827
Mobile, AL 36633-1827

To the Mobile Museum Board:

The Mobile Museum Board
ATTN: Chairman of the Board
P.O. Box 2068
Mobile, Al 36652

13.6 Governing Law; Counterparts. This Agreement will be governed by and construed in accordance with the internal Laws of the State of Alabama, without giving effect to otherwise applicable principle of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

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

13.8 Interpretation. All section titles or captions in thjs agreement are for convenience of reference only. They should not be deemed to be part of this agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this agreement. Except as specifically provided otherwise, reference to "Sections" and "Exhibits" are to sections of and exhibits to this Agreement.

13.9 Non-Waiver. A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice. diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

13.10 Contract Representatives. The Mayor's designated representative and the Board President shall represent the Parties, respectively, in all matters relating to this Agreement, and in either case, any individual from time to time designated by either of the foregoing with general or particular authority. Each party shall be permitted to rely on the actions taken by the designated representative of the other party or by any person authorized by a designated representative in writing in any matter relating to this Agreement, including granting any required authorizations, consents and approvals. Any party may change its designated representative by written notice to the other parties.

13.11 No Third-Party Beneficiaries. one of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

13.12 Immigration. The Board agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491. Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Board's documentation of enrollment in the E-Verify Program. 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 with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting there from.

13.13 Non-Discrimination. The Board agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the day and year first above written.

MOBILE MUSEUM BOARD

BY_____

PRINT NAME: _____

ITS: _____

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of the Mobile Museum Board, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

_____

Notary Public
State of Alabama At-Large
My Commission Expires:_____

CITY OF MOBILE, A Municipal Corporation

BY_____
Spiro N. Cheriogotis, Mayor

ATTEST:

BY_____
Its City Clerk

EXHIBIT A
OPERATING EXPENSES

Operating Expenses include but are not limited to:

(1) Payroll, benefits, relocation, and related costs of all Employees employed at or performing services with respect to the Facilities.

(2) Exhibit costs may be projected over several years to enable the Board to secure expensive exhibits.

(3) Advertising.

(4) Cleaning expenses.

(5) Data processing and computer costs.

(6) Dues, subscriptions and membership costs.

(7) Insurance, as set forth in this Agreement.

(8) Professional fees.

(9) Printing and stationary costs.

(10) Postage and freight costs.

(11) Equipment rental costs.

(12) Repairs and maintenance costs that are not considered City Expenses as defined in this Agreement.

(13) Security expenses.

(14) Cost of office supplies and operating supplies.

(15) Telephone charges.

(16) Travel and entertainment expenses within amounts included in an Approved Budget and such unbudgeted travel and professional expenses as are approved in writing by the City.

(17) Cost of employee uniforms, if any.

(18) Trash and garbage removal costs.

(19) Extermination and pest control costs at the Facilities.

(20) Utilities other than those included as City Expenses under Section 5 of this Agreement.

(21) Such other reasonable and necessary expenses included in the Approved Annual Operating Budget.

EXHIBIT B
SERVICES

In addition to those rights and obligations under the Agreement, the Board shall:

(1) Manage, operate and promote the Facilities in accordance with generally accepted standards for management of history museums and related facilities while diligently progressing toward meeting American Alliance of Museum standards. The Board shall provide or cause to be provided, through itself and/or third-party subcontractors, exhibits appropriate to the Facilities, booking services, catering services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the Facilities as appropriate. If alcohol is served at the Facilities, the Board shall maintain a Liquor Legal Liability policy naming the City as an additional insured.

(2) Negotiate, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the Facilities, provided that if any such license, agreement, commitment or contract other than those involving the license, lease or rental of any of the Facilities (or any portion thereof) in the ordinary course has a term that extends beyond the Initial Term, such license, agreement, commitment or contract shall be approved in advance by the City (which approval shall not be unreasonably withheld). In addition, the Board may utilize the Facilities or any part thereof rent-free in connection with any event and utilize the proceeds at the Board's discretion to further the purposes of the Board as established by City Ordinance pursuant to Mobile's City Code Sections 15-105 and 15-106.

(3) Establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the Facilities to be negotiated by the Board in the course of its management, operation and promotion of the Facilities. In determining such prices and rate schedules, the Board shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the City about any adjustments to the rate schedules at the Facilities to be made by the Board.

(4) Maintain the Facilities in the condition received, reasonable wear and tear excepted, and rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Facilities, provided that the City shall be responsible for undertaking all Capital Improvements purchases.

(5) Have the authority to (i) manage food and beverage services at the Facilities including catering, staffing, and liquor license procurement and maintenance and (ii) engage in such advertising, solicitation, and promotional activities as the Board deems necessary or appropriate to develop the potential of the Facilities and the cultivation of broad

community support.

(6) Cooperate with the City for hurricane preparedness and, in that connection, to enter into emergency cleanup contracts.

(7) Exercise all rights and authority implied in Section 2.1 of the Agreement and this Exhibit B.

(8) Respond timely to all comments and complaints communicated to it by members of the public.

EXHIBIT C
INSURANCE

(a) The Board shall obtain and keep in force at all times during the Management Term:

(1) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, liquor liability (as long as the Board is providing the food and beverage and catering services hereunder; otherwise, it should be contingent liquor liability), personal and advertising injury, public liability and property damage, covering the premises, the operations hereunder, in the amount of $1,000,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage;

(2) an umbrella liability insurance policy with a limit of $5,000,000 in the aggregate;

(3) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all vehicles operated by the Board officers or its employees in connection with the Facilities, whether owned by the City, or otherwise, with a combined single limit of not less than $1,000,000 per occurrence (including an extension of hired and non-owned coverage);

(4) worker's compensation insurance (including occupational disease hazards) as required by law with an authorized insurance company or through the Alabama State Compensation Insurance Fund;

(5) fidelity/crime insurance covering the Board's employees;

(6) errors and omissions coverage for the Board's members and property, and additional coverage as needed to protect the Collection, artifacts, furnishings and fixtures against all perils.

(b) The Board shall insure the contents and cause the City to be named as an additional insured under all of the Board's property and hazard insurance policies covering or relating to the Facilities to the extent of its interest. Nothing in this Agreement is intended to require the Board to maintain property and hazard insurance covering the premises at the Facilities or business interruption insurance covering the interruption of operations by or for whatever cause at the Facilities.

(c) The terms of all insurance policies referred to in Section 8 of the Agreement and on this Exhibit C shall preclude subrogation claims against the Board, the City and their respective partners, members, officers, directors, employees and agents.

(d) The Board shall be the named insured(s) under all of the liability described in paragraph (a) above. The City shall be an additional insured under the insurance described in paragraphs (a) (1) and (2) above. Coverage of the City as an additional insured shall be primary and non-contributory. Said coverage shall contain a waiver of subrogation in favor of the City. The insurance maintained by each party hereunder shall contain a provision covering the parties' indemnification liabilities to each other.

(e) Certificates evidencing the existence of the above policies shall be delivered by each party to the other before the start of the Management Term. Notwithstanding the provisions of Section 8 and this Exhibit C, the parties acknowledge that the above insurance may contain exclusions

from coverage which are reasonable and customary for insurance of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving 30 days' written notice thereof, sent by certified mail, return receipt requested, to, in the case of the Board's policies, the City of Mobile, Alabama, P.O. Box 1827, Mobile, Alabama 36633-1827."

(f) A renewal binder of coverage shall be delivered by the named insured to the other party at least twenty (20) days after a policy's expiration date, with a complete copy of such renewal insurances to follow.

EXHIBIT D
Detailed Budgeted Positions

History Museum of Mobile
FY 2025/2026
Detailed Budgeted Positions

Emp#	Last Name	First Name	Job Class	Annual Pay
Unknown	Sexton	Jon	Director	$90,000.00
Unknown	Harville	Melissa	Marketing & Events Manager	$57,158.38
Unknown	Regan	Ann L.	Events Coordinator	$40,435.20
Unknown	White	Malinda	Business Manager	$67,674.88
Unknown	James	Brantley	Curator of Education	$45,000.00
Unknown	Massa	Kathryn	Museum Educator	$38,480.00
Unknown	Nichols	Katherine	Museum Educator	$34,320.00
Unknown	Sovik	Hugh	Receptionist - Phoenix Fire Museum	$28,800.72
Unknown	Cox	Taylor	Curator of Exhibits	$52,000.00
Unknown	Newman	Mary	Asst Curator of Exhibits	$44,000.00
Unknown	Beeson	Nick	Curator of Collections	$52,205.68
Unknown	Open		Registrar	$35,942.40
Unknown	Williams	Kyle	Curator of Living History	$50,922.07
Unknown	Swinney	Danielle	Living History Program Coordinator	$36,400.00
Unknown	Strickland	Arik	Living History Interpreter	$35,609.60
Unknown	Torrey	Charles	Research Historian	$34,627.42
Unknown	Gay	Michaela	Living History Interpreter	$35,609.60
Unknown	Fisher	Amelia	Living History Interpreter	$35,609.60
Unknown	Marsh	Ronson	Facilities Manager	$51,839.95
Unknown	Ganus	Steve	Attendant	$17,915.04
Unknown	McHenry	William	Attendant	$31,657.60
Unknown	Adams	Ian	Attendant	$31,657.60
Unknown	Chambers	Charlie	Attendant	$31,657.60
Unknown	Brasher	Ashley	Receptionist	$31,657.60
Unknown	Williamson	Heather	Receptionist	$11,012.04
				$1,022,192.98

History Museum of Mobile
Payroll Expense Report
FY 2025/2026

Month	Acct#	October	November	December	January	February	March	April	May	June	July	August	September	Total
# 0f Pay Periods		2	2	2	2	2	2	2	3	2	2	2	3	26
Wages	6108.11	$68,239.18	$78,217.38	$75,666.13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$222,122.69
Social Security	6108.12	$4,061.32	$4,496.30	$4,338.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,895.78
Medicare	6108.13	$949.82	$1,051.54	$1,014.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,015.92
Fed Unemployment	6108.14	$54.12	$42.55	$26.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$123.17
State Unemployment	6108.15	$353.92	$301.57	$180.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$835.69
Workers Comp Ins	6108.16	$236.84	$379.18	$384.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.08
Life Insurance	6108.17	$521.73	$532.79	$552.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,607.34
Heath Insurance	6108.18	$10,317.63	$10,209.52	$10,631.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,158.66
Background check	6108.20	$50.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00
Adm Fee Elm	6108.30	$172.66	$172.16	$175.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$519.87
401k Employer Match	6108.20	$373.80	$810.17	$446.56	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,630.53
Contract Services - Attendant	6108.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals		$85,331.02	$96,213.16	$93,415.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$274,959.73

History Museum of Mobile
Operating Expenses By Month
FY 2025/2026

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Advertising	$8,448.29	$4,373.84	$4,118.95	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,941.08
Contract Hauling													$0.00
Contract Labor													$0.00
Exhibits	$1,685.10	$3,695.34	$2,715.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,095.44
Dues and Memberships	$377.50	$72.50	$88.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$538.69
Software Costs	$2,162.27	$2,447.99	$2,233.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,843.51
Legal Fees													$0.00
Non-contractual Services (operating services)***													$0.00
Leased Copier Rental	$0.00	$98.84	$121.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220.17
Maintenance and Repair	$646.53	$986.63	$1,667.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,300.79
Professional and Technical *	$0.00	$15,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00
Security													$0.00
Vehicle Towing Expenditures													$0.00
Cost Reimbursements													$0.00
Garage Fuel Reimbursed													$0.00
Garage Labor Reimbursed													$0.00
Garage Parts Reimbursed													$0.00
Reimburse Garage Scrap													$0.00
Impounded Vehicles													$0.00
Overtime Reimbursed													$0.00
Salaries Reimbursed	$85,331.02	$96,213.16	$93,415.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$274,959.73
Vehicle Towing & Other Impound													$0.00
Office Supplies	$0.00	$184.54	$267.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$451.76
Operating Supplies**	$0.00	$1,480.75	$564.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,045.38
Printing and Reproduction	$0.00	$0.00	$270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$270.00
Safety Equipment													$0.00
Auto Rental													$0.00
Fuel and Lubricants													$0.00
Events	$200.00	$2,608.00	$3,094.22	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,902.22
Motor Pool Budget Rate													$0.00
Repair Parts													$0.00
Training													$0.00
Travel	$1,114.59	$157.85	$41.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,314.30
Mileage Reimbursed													$0.00
Cellular Phone Expense													$0.00
Electrical													$0.00
Gas													$0.00
Internet Service	$308.80	$308.80	$316.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$934.40
Postage	$78.00	$436.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$514.00
Telephone	$899.45	$899.45	$920.92	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,719.82
Water													$0.00
Capitalized Equipment													$0.00
Small Equipment (less than $5,000)	$0.00	$1,951.25	$1,066.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,017.45
Testing													$0.00
Insurance - Flood													$0.00
Insurance - General	$5,024.76	$5,042.76	$5,042.76	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,110.28
Real Property Lease													$0.00
Grants Expenditure													$0.00
Unclassified Expenditures (necessary expenses)	$0.00	$76.15	$49.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$126.13
Cash Over/Short													$0.00
GRAND TOTAL OPERATING EXPENSES	$106,276.31	$136,033.85	$115,994.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$358,305.15

OPERATING EXPENSE BUDGET
FY 2026

DEPARTMENT NAME:

MONTH	Q1	Q2	Q3	Q4	Total
Advertising	19,250	19,250	19,250	19,250	77,000
Contract Hauling	-	-	-	-	
Contract Labor	-	-	-	-	-
Exhibits	26,337	26,337	26,337	26,339	105,350
Dues and Memberships	1,125	1,125	1,125	1,125	4,500
Software Costs	8,250	8,250	8,250	8,250	33,000
Legal Fees	-	-	-	-	-
Non-contractual Services (operating services)***	-	-	-	-	-
Leased Copier Rental	450	450	450	450	1,800
Maintenance and Repair	6,787	6,788	6,787	6,788	27,150
Professional and Technical *	5,000	5,000	5,000	5,000	20,000
Security	-	-	-	-	
Vehicle Towing Expenditures	-	-	-	-	
Cost Reimbursements	-	-	-	-	
Garage Fuel Reimbursed	-	-	-	-	
Garage Labor Reimbursed	-	-	-	-	
Garage Parts Reimbursed	-	-	-	-	
Reimburse Garage Scrap	-	-	-	-	
Impounded Vehicles	-	-	-	-	
Overtime Reimbursed	-	-	-	-	
Salaries Reimbursed	314,000	314,000	314,000	314,000	1,256,000
Vehicle Towing & Other Impound	-	-	-	-	
Office Supplies	1,325	1,325	1,325	1,325	5,300
Operating Supplies**	3,125	3,125	3,125	3,125	12,500
Printing and Reproduction	875	875	875	875	3,500
Safety Equipment	-	-	-	-	
Auto Rental	-	-	-	-	
Fuel and Lubricants	-	-	-	-	
Events	6,750	6,750	6,750	6,750	27,000
Motor Pool Budget Rate	-	-	-	-	
Repair Parts	-	-	-	-	
Training	-	-	-	-	
Travel	500	500	500	500	2,000
Mileage Reimbursed	-	-	-	-	
Cellular Phone Expense	-	-	-	-	
Electrical	-	-	-	-	
Gas	-	-	-	-	
Internet Service	975	975	975	975	3,900
Postage	450	450	450	450	1,800
Telephone	2,875	2,875	2,875	2,875	11,500
Water	-	-	-	-	
Capitalized Equipment	-	-	-	-	
Small Equipment (less than $5,000)	2,000	2,000	2,000	2,000	8,000
Testing	-	-	-	-	
Insurance - Flood					
Insurance - General	15,000	15,000	15,000	15,000	60,000
Real Property Lease	-	-	-	-	
Grants Expenditure	-	-	-	-	
Unclassified Expenditures (necessary expenses)	2,250	2,250	2,250	2,250	9,000
Cash Over/Short	-	-	-	-	
GRAND TOTAL OPERATING EXPENSES	417,324	417,325	417,324	417,327	1,669,300

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Operating Agreement between City of Mobile and the Mobile Museum Board, in which the parties address the operations and management of the Facilities known as the History Museum of Mobile, Fort Conde, and the Phoenix Fire Museum, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

_____

CITY CLERK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Galls LLC for 84 Point Blank body armor protective vests with extra carriers for MPD.

Amount of Contract:
$75,460.56

Funding Source
General fund

ATTACHMENTS:
1. 20260317 Galls Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 March 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 Galls LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Galls LLC for 84 Point Blank body armor protective vests with extra carriers for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $75,460.56

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: 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
9479	2026	(1530) POLICE ADMIN SERVICES	84 POINT BLANK BODY ARMOR PROTECTIVE VESTS WITH EXTRA CARRIERS FOR MPD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$75,460.56	(70216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	VEST PROTECTIVE, BULLET PROOF, LEVEL 2, WITH METAL IMPACT PLATE AND EXTRA NAVY BLUE CARRIER. VENDOR TO PROVIDE POINT BLANK SD6B20CS0P. AS PER BUY BOARD CONTRACT #773-25.	84.00 EACH	656.34000	55132.56

Additional Description Notes

David McMeans
Scott Hanks
Albert White
David Evans
Jennings Powell
Steve Hassell
Latonya Thompson
Alexander Cika
Alisha Davis-Sonnier
Joshua Gibbs
Rodrick Cotton
Radwan Habibi
Jonathan Kriss
Jackie Chestang
Mark McCormick
Chad Pezant
Chris Main
Michael Ellzey
Elizbeth Lowry
Kevin Beckham
James Estes
Christopher Grimes

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Sharon Anderson			
	Nicholas Vegliacich			
	Deffery Hollis			
	Edward McAlpine			
	David Marston			
	Angela Prine			
	Jorge Chiang			
	Theodore Johnson			
	Lawrence Battiste			
	Shaun Christian			
	Jimmy Bailey			
	Nicey Turton			
	Ryan Owens			
	Jason Martin			
	Eric Matthews			
	Billie Rowland			
	Henry Sieck			
	Arthur Krause			
	Rodrick Latimer			
	John Forward			
	Donnel McKean			
	David Draime			
	George Busbee			
	Marcus Howell			
	Darrell Tucker			
	Seam Concannon			
	John Lowry			
	Reagan Clegg			
	Celina Lowe			
	Andrew Quick			
	Eleni Conditt			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Christopher Giattina			
	John Jackson			
	Linda Tims			
	John Schaffer			
	Judd Crepeau			
	Roy Whitfield			
	Rick Gathright			
	Jerry Lewis			
	Austin Guffey			
	John Angle			
	Christopher Levy			
	Erika Treubig			
	Ernest Treubig			
	Johnny Bouler			
	Paul Lee			
	Shonee Mingo			
	Jamal Pettway			
	Joshua Evans			
	Blakely Miles			
	James Mistrot			
	Tiffany Monte			
	John Scroggins			
	Jamal Slaughter			
	Archie Townsend			
	David Whitney			
	John Flowers			
	Elrich Johnson			
	Blakely Miles			
	Tony Tripp			
	Gaston Vilaseca			
	Caleb Warren			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 4502			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			55132.56
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	VEST PROTECTIVE, CARRIER ONLY, POINT BLANK BODY ARMOR, EXTERNAL, LAPD NAVY, SIZES: XS - 2XL. LENGTH: SHORT, REGULAR, LONG, X LONG, GUARDIAN GEN 3 CARRIER, BADGE-CROSS BUTTONS, 1ST INITIAL LAST NAME (SILVER LETTERS), BACK ID PANEL TO READ: POLICE (SILVER LETTERS), VENDOR TO PROVIDE: MFT MODEL #FRONT GDF_000JFR, GDF_000JFL, MOLLE NO ZIPPER COVER, BACK GDB_000JBK, TOP LOAD NO MOLLE. CONFIGURED FOR MOBILE POLICE DEPARTMENT. AS PER BUY BOARD CONTRACT #773-25.	84.00 EACH	242.00000	20328.00

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

	David McMeans			
	Scott Hanks			
	Albert White			
	David Evans			
	Jennings Powell			
	Steve Hassell			
	Latonya Thompson			
	Alexander Cika			
	Alisha Davis-Sonnier			
	Joshua Gibbs			
	Rodrick Cotton			
	Radwan Habibi			
	Jonathan Kriss			
	Jackie Chestang			
	Mark McCormick			
	Chad Pezant			
	Chris Main			
	Michael Ellzey			
	Elizbeth Lowry			
	Kevin Beckham			
	James Estes			
	Christopher Grimes			
	Sharon Anderson			
	Nicholas Vegliacich			
	Deffery Hollis			
	Edward McAlpine			
	David Marston			
	Angela Prine			
	Jorge Chiang			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Theodore Johnson Lawrence Battiste Shaun Christian Jimmy Bailey Nicey Turton Ryan Owens Jason Martin Eric Matthews Billie Rowland Henry Sieck Arthur Krause Rodrick Latimer John Forward Donnel McKean David Draime George Busbee Marcus Howell Darrell Tucker Seam Concannon John Lowry Reagan Clegg Celina Lowe Andrew Quick Eleni Conditt Christopher Giattina John Jackson Linda Tims John Schaffer Judd Crepeau Roy Whitfield Rick Gathright			

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	
Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Jerry Lewis Austin Guffey John Angle Christopher Levy Erika Treubig Ernest Treubig Johnny Bouler Paul Lee Shonee Mingo Jamal Pettway Joshua Evans Blakely Miles James Mistrot Tiffany Monte John Scroggins Jamal Slaughter Archie Townsend David Whitney John Flowers Elrich Johnson Blakely Miles Tony Tripp Gaston Vilaseca Caleb Warren Vendor Item Inventory Item/Loc 15279			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			20328.00

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	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
03/12/26	070216				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 75460.56

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	75460.56	4995233.26
SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Rejected	03/13/26	LAURIE WILLIAMS	C
Approved	03/13/26	DONALD ROSE	Auto approved by: 910521222
Approved	03/13/26	LAURIE WILLIAMS	OKAY TO APPROVE
Approved	03/13/26	SOPHIA YORK	Auto approved by: 910521222
Approved	03/13/26	JOHN PAINE	Auto approved by: 910521222

Authorized By: _____ Date: _____

Bill To	Requisition 00009479-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227 Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Signature

The Local Government Purchasing Cooperative

For the Period 07/01/2025 to 06/30/2026

Final Catalog Award Report for Uniforms and Accessories, Proposal No. 773-25

9. Discount (%) off catalog/price list for **Purchase of Public Safety** (police, fire, EMS, security, and other related public safety) **Uniforms, Related Supplies, and Accessories.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Global Trading, Inc.	FLEXFIT Catalog	26%	No
Global Trading, Inc.	FLORSHEIM Catalog	26%	No
Global Trading, Inc.	FLYING CROSS Catalog	26%	No
Maryland Fire Equipment Corporation	Flying Cross price list	15%	Yes
Nardis dba Nardis Public Safety	FLYING CROSS price list	15%	Yes
Global Trading, Inc.	FRUIT OF THE LOOM Catalog	26%	No
Galls, LLC	Galls price list	15%	Yes
GT Distributors, Inc.	General Tactic price list	12%	Yes
Global Trading, Inc.	GEORGIA BOOTS Catalog	26%	No
GT Distributors, Inc.	Gerber Outerwear price list	20%	Yes
Global Trading, Inc.	GILDAN Catalog	26%	No
Glendale Parade Store, LLC	Glendale Parade Store price list	0%	Yes
Maryland Fire Equipment Corporation	Globe Catalog	28%	Yes
Impact Promotional Services, LLC dba Got You Covered Work Wear and Uniforms	Got You Covered Uniforms price list	15%	Yes
Global Trading, Inc.	GOULD & GOODRICH Catalog	26%	No
GT Distributors, Inc.	Gould & Goodrich price list	40%	No
Nardis dba Nardis Public Safety	GOULD AND GOODRICH price list	15%	Yes
Global Trading, Inc.	GRABBERS Catalog	26%	No
GT Distributors, Inc.	GT Distributors price list (15% - 56%)	15%	Yes
Global Trading, Inc.	HAIX Catalog	26%	No
HAIX North America Inc.	HAIX Footwear Pricelist	20%	Yes
GT Distributors, Inc.	Haix price list	19%	No
Global Trading, Inc.	HANES Catalog	26%	No
Global Trading, Inc.	HARRITON Catalog	26%	No

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: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MHC Hino LLC for one 2027 Ramer knuckle boom trash loader on Hino XL7 chassis for Trash Department.

Amount of Contract:
$231,579.40

Funding Source
General fund.

ATTACHMENTS:
1. 20260313 MHC Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 March 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 MHC Hino, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to MHC Hino LLC for one 2027 Ramer knuckle boom trash loader on Hino XL7 chassis for Trash Department.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $231,579.40

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 6003

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 5

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
8670	2026	(2050) FLEET MANAGEMENT-GARAGE	2027 RAMER KNUCKLEBOOM TRASH LOADER ON HINO XL7 CHASSIS FOR TRASH DEPARTMENT (SEALED BID 6003)	$231,579.40	(300057) MHC HINO LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 1

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2027 KNUCKLE BOOM LOADER AS FOLLOWS: RAMER MANUFACTURING-MODEL 3500B SHUTTLE KNUCKLE BOOM TRASH LOADER-INCLUDES:OPEN SEAT MOUNT, JOYSTICK CONTROLS, AIR TOW PACKAGE, CONTINUOUS ROTATING BUCKEY, TANDEM DOUBLE PUMP, PLATED HYDRAULIC TUBES, EXTENDED OUTRIGGERS, LARGER D RINGS, 90K HOLLAND PINTLE, HOT-SHIFT PTO, (2) SUCTION FILTERS & HEADS,LARGE OIL COOLER, PRESSURE FILTER LIGHT & SENSORS, OVER-HEIGHT ALARM & LIGHT, 6x6 AMBER/WHITE LED FLASHERS, PAINT COLORS-WHITE & BLACK. TO INCLUDE THE FOLLOWING: WORK LIGHTS ON BOOM LED WORK LIGHTS IN HEADACHE RACK 2027 HINO XL7 CHASSIS WITH CUMMINS L9 ENGINE AIR TOW PACKAGE AS PER CITY OF MOBILE BID #6003 AND YOUR QUOTE Additional Description Notes --- 2026 KNUCKLE BOOM LOADER AS FOLLOWS: RAMER MANUFACTURING-MODEL 3500B SHUTTLE KNUCKLE BOOM TRASH LOADER-INCLUDES:OPEN SEAT MOUNT, JOYSTICK CONTROLS, AIR TOW PACKAGE, CONTINUOUS ROTATING BUCKEY, TANDEM DOUBLE PUMP, PLATED HYDRAULIC TUBES, EXTENDED OUTRIGGERS, LARGER D RINGS, 90K HOLLAND PINTLE, HOT-SHIFT PTO, (2)	1.00 EACH	231579.40000	231579.40

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 2

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	SUCTION FILTERS & HEADS,LARGE OIL COOLER, PRESSURE FILTER LIGHT & SENSORS, OVER-HEIGHT ALARM & LIGHT, 6x6 AMBER/WHITE LED FLASHERS, PAINT COLORS-WHITE & BLACK.			
	TO INCLUDE THE FOLLOWING:			
	WORK LIGHTS ON BOOM			
	LED WORK LIGHTS IN HEADACHE RACK			
	FREIGHT			
	5 YEAR BODY WARRANTY			
	2025 FREIGHTLINER M2-106 CHASSIS			
	5 YEAR CHASSIS WARRANTY			
	5YEAR/250,000 MILE ENGINE WARRANTY			
	5 YEAR AFTER-TREATMENT DEVICES WARRANTY			
	AS REQUESTED BY 2090-TRASH			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			231579.40

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 3

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 231579.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	231579.40	2713955.13
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/27/26	MATTHEW ANDERSON	
Approved	02/27/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/27/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/12/26	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00008670-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26006330
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2070.2070.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 4

Vendor	Ship To
MHC HINO	MOTOR POOL - ATTN: ADAM LYNN
4229 FELLOWSHIP DRIVE	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#2514324621	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/26	300057				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/12/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/12/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/12/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/12/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/12/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/12/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/12/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/12/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6003
CAB & CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE

VENDOR	MHC HINO	SANSOM	EMPIRE	WARD INTERNATIONAL	PERFORMANCE PETERBILT
TRUCK	Hino XL7 Cummins L9	Freightliner M2-106 Cummins ISB	Freightliner M2-106 Cummins	International MV6075BA Cummins B6.7	Peterbilt 537 Cummins PX7
LOADER	Ramer 3500B	Ramer 3500B	Petersen RL3	Petersen RL3	Petersen RL3
DELIVERY	260 Days	120-150 Days	120 Days	Chassis, November Loader, 150 Days after Receipt of Chassis	150 Days
	$231,579.40	$234,869.00	$239, 350.00	$239,987.00	$257,200.00

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:
09/16/2025	6003	Motor Pool	As 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 4-10	**CAB AND CHASSIS KNUCKLE BOOM TRASH LOADER, HYDRAULIC WET LINE KIT AND TRAILER PACKAGE**					
	Current model Cab and Chassis to be provided with Knuckle Boom Trash Loader, Hydraulic Wet Line Kit and Trailer Towing package as per the following and attached specifications.					
	Chassis Year _____ Make _____					
	Model _____					
	Engine _____					
	Loader Knuckle Boom Loader _____					
	Hydraulic Kit _____					
	Trailer Package _____					
	Provide literature and specifications on products bid.					
	Upon award, the City will purchase a minimum of four (4) Cab and Chassis with Knuckle Boom Loader, Hydraulic Wet Line Kits and Trailer Towing Packages.					
	Include cost of delivery and title in the price of the vehicle. Pricing to be FOB Mobile.					
	NOTE: **City of Mobile will not accept any bid with a PAC-MAC brand loader quoted. All other brands will be considered.**					
	Page 1 of 2		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 2					

Delivery may be a consideration in the award of this bid.

City of Mobile Business License will be required.

All vendors will be required to provide verification of Enrollment in the E-Verify program. Additional informationmay 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 the award of this bid.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Any manufacturer name given is to set a level of quality of specification of what the City wants.

Vendor shall provide onsite training in use and care of the loaders—approximately 4 hours for operators and 4 hours for the mechanics at a minimum.

Pricing to be firm for a three (3) month period following the award of this bid.

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. 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.

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.

CITY OF MOBILE, ALABAMA
BID #6003 SPECIFICATIONS

SHUTTLE SYSTEM KNUCKLE BOOM LOADER AND TRUCK CHASSIS

INTENT:

This specification describes a hydraulically operated knuckleboom brush and limb loader and chassis with the following minimum specifications necessary to perform the work assigned. The loader shall be capable of collecting brush, limbs, and other curbside debris and then loading the material into a receiving collection body by means of hydraulically lifting the material by a boom / grapple arrangement.

GENERAL TERMS:

All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The unit must be manufactured in an ISO 9000:2000 certified facility.

WARRANTY:

Five (5) Year Loader Warranty
Five (5) Year Chassis Warranty
Five (5) Year/250,000 Mile Engine & Aftertreatment Warranty

The vendor is responsible for getting the unit to the repair dealer for warranty service while the cab chassis or body are under warranty.

TRAINING:

Vendor to provide 8-10 hours at the factory training on use and maintenance of the loader. Dealer training is not acceptable. City will travel to factory location at City's expense.

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

COMPLIANCE:

Bidder shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied. Bidder shall provide, with his bid package, complete body and complete chassis specification. Failure to provide these required specifications or misrepresentation of the bidder's compliance to the bid specifications will cause the bid to be deemed "non-responsive".

	YES	NO
I. LOADER		
Unit to be manufactured in an ISO 9000:2000 certified facility	☐	☐
BOOM		
Total boom length to be 20'. Boom may be extendable to 20 feet.	☐	☐
Minimum lift capacity to be 3,000 lbs. @ 18', including grapple.	☐	☐
Boom pedestal to be constructed of high strength steel providing a 3:1 safety factor.	☐	☐
All hydraulic hoses located at the operator position (boom pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.	☐	☐
Boom pivot shall be mounted to the pedestal by means of a slewing ring/bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 ft-lbs. moment.	☐	☐
Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾".	☐	☐
Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The boom pivot safety retaining tube shall be a minimum of 12" long and confine all hoses that pass through the pedestal/boom pivot assembly.	☐	☐
Boom rotation of 320 degrees minimum with mechanical stops for safety.	☐	☐
Stops between 320 degrees and 350 degrees.		
Boom must be able to service both sides of street in same pass.	☐	☐
Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring and planetary gear box producing 250,000 in-lbs. torque.	☐	☐
Entire boom assembly shall be designed with a tensile strength to provide a safety factor of 3:1 at the rated load capacity.	☐	☐
Main boom shall be constructed of (2) 4" x 8" high strength steel tube.	☐	☐
Tip boom shall be constructed from a 5" x 7" high strength steel tube.	☐	☐
Main boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.	☐	☐
Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.	☐	☐
The entire boom must be serviceable down to the component level (e.g., every hydraulic hose, fluid tubes, bracket, pint, etc.) Having to replace subassemblies in order to repair a component will not be acceptable.	☐	☐
All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.	☐	☐
Boom must rack behind cab, no rear racking of boom. Boom rack must have a cutaway for the boom will rest in while traveling.	☐	☐
Must have solid tread plated catwalk on open area of unit between cab and pedestal covering the frame preventing any debris from falling and lodging on the drive shaft or any components between the frame rails. Catwalk shall be solid—no open grating allowed.	☐	☐
All hydraulics must be inside pedestal tower.	☐	☐
All moving or swiveling points shall be greaseable and have grease fittings that are easily accessible.	☐	☐
All grease points that are not easy to access shall have grease lines run to allow easy accessibility.	☐	☐

	YES	NO
All moving parts of grapple bucket and grapple swivel shall be greaseable and have grease fittings.	☐	☐
An over height boom alarm shall be installed	☐	☐
OPERATOR'S STATION		
All operating functions shall be controlled from the operator station mounted on the left-hand side of the boom. The operator station must rotate with the boom assembly and have a cushioned operator seat with armrest and seat belt.	☐	☐
	☐	☐
A step made of slip resistant material is required for ease of access to the operator's position.	☐	☐
Steps shall be provided for operator access when the boom stowed in the forward rack and rear the boom is stowed in trailer. Steps must have diamond skid on top of outrigger for first step.	☐	☐
Operator controls shall be joystick type. All controls shall be clearly identified as to function.	☐	☐
All controls must be forward of the center line of the operator's bottom seat side to side. All controls shall be in front of the Operator. No controls are to be behind the centerline of the bottom of the operator's seat	☐	☐
No controls on side of seat.	☐	☐
TRASH GRAPPLE		
Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded to or be an integral part of the grapple.	☐	☐
Bucket is to be opened and closed by two (2) hydraulic cylinders with a closing force/" bite" of 3,600 lbs.	☐	☐
Bucket is to be 4' long and capable of opening to 60" between cutting edges.	☐	☐
Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.	☐	☐
Provision shall be made to store the grapple to the front of the pedestal base while the unit is being transported.	☐	☐
HYDRAULICS		
Two stage tandem pump allows for multiple function control of the loader.	☐	☐
Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.	☐	☐
Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.	☐	☐
Pressure filter to be installed in hydraulic system after pump and prior to any other hydraulic components. Pressure filter to be equipped with a condition sensor and dash mounted light. Light will remain on when filter element needs servicing.	☐	☐

	YES	NO
Quarter turn Cut-off valves shall be provided for return and suction lines for the hydraulic tank, as well as either side of the filter assemblies. There shall be "D" shaped handles accessible from the side of the vehicle. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
There shall be a filter on the return line from the wet line return line from the trailer to the hydraulic tank. There shall be a quarter turn valve with remote "D" handle between the filter and the hydraulic tank. Operator shall not have to crawl under vehicle to close hydraulic valves.	☐	☐
EXTERNAL HYDRAULIC OIL COOLER FOR LOADER There shall be an external fan forced air hydraulic oil cooler of loader's Hydraulic oil. Fan shall be thermostatically controlled. There shall be quarter turn valve either side of the external cooler with remote access from the side of the truck with "D" handles.	☐	☐
There shall be a filter mounted between the hydraulic tank outlet and the hydraulic pump. There shall be a quarter turn valve with "D" handle controls. Employee should not have to crawl under truck to close valve.	☐	☐
Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.	☐	☐
Two operator-controlled valves located at the operator station will allow for travel (floating) of the boom in the trailer. These valves allow the main boom and swing functions "free float". These valves must incorporate safety latches. They are to be mounted in front of operator for easy access.	☐	☐
There shall be no over height boom alarm that goes off on loader when boom is raised over height provided.	☐	☐
All hoses shall be rated at 4,000 PSI working pressure.	☐	☐
Port tubing throughout the boom shall be zinc plated.	☐	☐
Control valves shall have a 20 GPM rating	☐	☐
POWER SOURCE		
Unit to be mounted on any chassis that meets the manufacturers recommended specification with a heavy-duty (hot shift) PTO and a heavy duty bi-rotational tandem hydraulic pump.	☐	☐
THROTTLE CONTROL		
Unit to have an electrically operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.	☐	☐
Throttle speed-up shall operate only when the transmission in the neutral position.	☐	☐
OUTRIGGERS		
Outrigger controls up/down levers must be side by side; in/out must be side by side. The up/down levers shall be to the front of the operator.	☐	☐
Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.	☐	☐
The outriggers are to be equipped with steel wear pads to cause minimum damage to contacted surface.	☐	☐

	YES	NO
Outriggers shall telescope horizontally in and out, and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls can be located separate from the main boom controls but located in front of operator or located in the joysticks.	☐	☐
Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.	☐	☐
Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.	☐	☐
Outrigger cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.	☐	☐
Outriggers must have grease fittings on all 4 sides of each moving section.	☐	☐

LIGHTS AND REFLECTORS

Lights and reflectors shall conform to current state and federal standards.	☐	☐
There shall be single faced amble/yellow LED strobe lights facing forward and rear ward built into the Headache rack, Two facing Forward and 2 facing Rearward. Light size shall be no less than 6"x6". The headache rack LED enclosure shall be no smaller than 8"x8" inside dimensions. The enclosure shall be built of 3/8" bar metal. The enclosures shall be built into the upper left and right corners of the headache rack.	☐	☐
The LED strobe lights shall be rated Class 1.	☐	☐
Round LED, Halogen, Strobe, Rotating, or incandescent lights are not acceptable.		

PAINT

Unit shall receive one (1) coat of high-grade primer and (2) coats of high-grade enamel paint.	☐	☐
Color: White Loader/ Black platform, cylinders, grapple & outrigger	☐	☐

TOW PACKAGE

Wet line kit to include transmission mount PTO, hydraulic pump, hydraulic oil tank, hydraulic return filter on lines from the trailer and another filter between the tank and the pump inlet, hydraulic relief valves, operator controls, electrical junction box, trailer connections, safety chain, and two (2) D-rings.	☐	☐
PTO on/off switch must be accessible from standing outside of truck.	☐	☐
Pintle Hitch to be SAF-Holland mode/part #PH-210RD11. NO SUBSTITUTE. Hitch shall be mounted in such a way that the center point of hitch is 37 inches from the ground. Hitch mounting shall be able to handle 90,000 pounds.	☐	☐
Vendor to supply pictures of proposed wet line kit if requested.	☐	☐

	YES	NO
Trailer connections shall include connections for lighting, air brakes, and hydraulic connections for dumping trailer and operating the landing gear.	☐	☐
Tow package must be approved before manufactured and installed.	☐	☐
PINTLE HITCH TRAILER CONNECTION		
The loader shall have a Pintle hitch connection rated no less than 90,000 pounds for shuttle trailer attachment. (To include d-ring safety chain hooks & 6-pin trailer plug.) Pintle hitch must be Holland brand part number PH-210RN11, no substitute.	☐	☐
Air brake gladhand connections for air brakes will be mounted.	☐	☐
Hydraulic "quick connect/disconnect" fittings shall be provided at the rear of the unit for hookup to the trailer dump system, and hydraulic jack stand. Controls for this function shall be located at the rear of the loader.	☐	☐
Provisions to be made for selector to provide pressure when trailer is connected	☐	☐
Diverter valve for PTO must be mounted at rear of truck for ease of access.	☐	☐
II. CHASSIS		
GENERAL		
2025 or newer/unused Conventional Chassis	☐	☐
33,000 lb. GVWR	☐	☐
FRAME & WHEELBASE		
175" Wheelbase, 107.6" CA, 120" AF	☐	☐
Single piece white painted bumper	☐	☐
RH frame mounted front tow hook	☐	☐
Single frame, 120,000 PSI, 1,933,200 RBM/rail	☐	☐
Integrated battery box in drivers sidestep	☐	☐
ENGINE		
Diesel Minimum 8 Liter, 260 HP, 660 Ft/Lbs. Torque with Turbo charge Cummins, Duramax, or Detroit engine brands only.	☐	☐
130AMP Alternator	☐	☐
Power steering pump	☐	☐
Gear driven engine air compressor	☐	☐
Bendix AD-IS Air dryer	☐	☐
Intake air warmer – glow plugs	☐	☐
Donaldson intake air filter and service indicator	☐	☐
Engine block heater with insulated breather hose and EGR valve	☐	☐
Stacked DPF & SCR underneath cab RH horizontal tailpipe	☐	☐
Engine exhaust brake	☐	☐

	YES	NO
Heated DEF tank: 5 Gallons frame mounted forward of passenger steps	☐	☐
TRANSMISSION		
Allison 3000 RDS Automatic transmission with PTO provisions	☐	☐
Push button electronic shift selector – dash mounted	☐	☐
Synthetic transmission fluid	☐	☐
Transmission oil cooler	☐	☐
DRIVELINE		
Dana Spicer SPL 140HD main driveline with ½ round yokes (or equal)	☐	☐
FRONT AXLE & SUSPENSION		
12,000 lb. Front axle	☐	☐
Synthetic front axle lube	☐	☐
12,000lb Taper leaf front suspension	☐	☐
Front shock absorbers	☐	☐
REAR AXLE & SUSPENSION		
Meritor RS23-160 23,000 lb. Single rear axle (or equal)	☐	☐
Conventional rear differential gear lubricant	☐	☐
5.38 Rear axle Ratio	☐	☐
23,000 lb. Multi Leaf steel spring suspension	☐	☐
BRAKES		
Wabco 4s/4m ABS without traction control	☐	☐
Air brake service brake system	☐	☐
15.0" x 4" Front brakes	☐	☐
Front slack adjusters	☐	☐
16.5" x 7" Rear brakes	☐	☐
Rear slack adjusters	☐	☐
Parking & emergency brake	☐	☐
Dual 9-gallon steel air tanks – petcock valve on all tanks	☐	☐
ELECTRICAL		
Two (2) Group 31 600CCA Batteries (total 1200CCA)	☐	☐
Cruise control	☐	☐
Halogen headlights	☐	☐
There shall be a continuous duty solenoid or relay keyed to the ignition switch to control the 12-volt power to the Operator's position. When ignition is off, there shall be no power to the Operator's Station.	☐	☐
FUEL SYSTEM		
50 Gallon Aluminum Fuel tank – Driver side	☐	☐

	YES	NO
Fuel water separator with electric pre-heater	☐	☐
WHEELS & TIRES		
11R22.5 14 Ply Front & Rear Tires	☐	☐
22.5x8.25 White powder coated steel wheels – front & rear	☐	☐
ADDITIONAL FEATURES		
Fender mounted mirrors, electric remote	☐	☐
Air Ride Driver's seat		
Bench passenger seat		
Power Windows		
Tilt Steering		
Air horn		
Trailer towing package – per City of Mobile trailer requirements	☐	☐
Paint: white	☐	☐
Exhaust system must be under truck between frame rails, not exposed and protected by metal cage so not damaged by boom operation. No component of exhaust system shall be mounted so as to catch or contact trash or debris.	☐	☐
Vertical exhaust stack is not acceptable.	☐	☐

OPTIONS

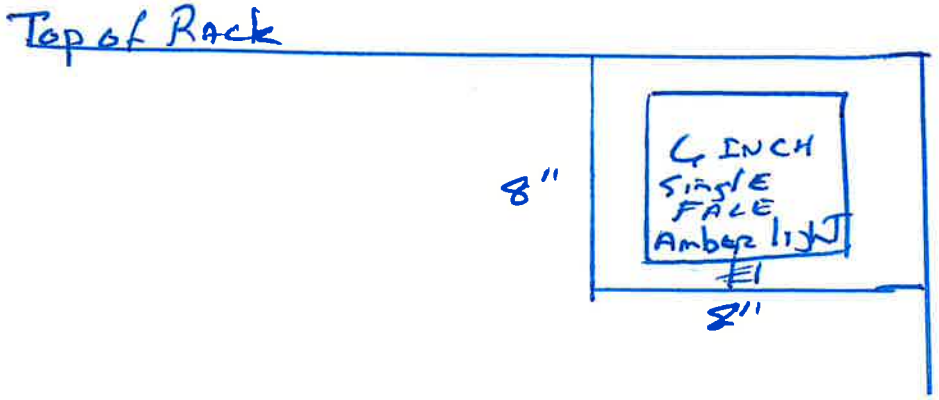
Work lights mounted on boom to illuminate work area and grapple operation. They shall be of LED type and protected from contact with debris. $_____

LED work lights built into the headache facing rearward. $_____

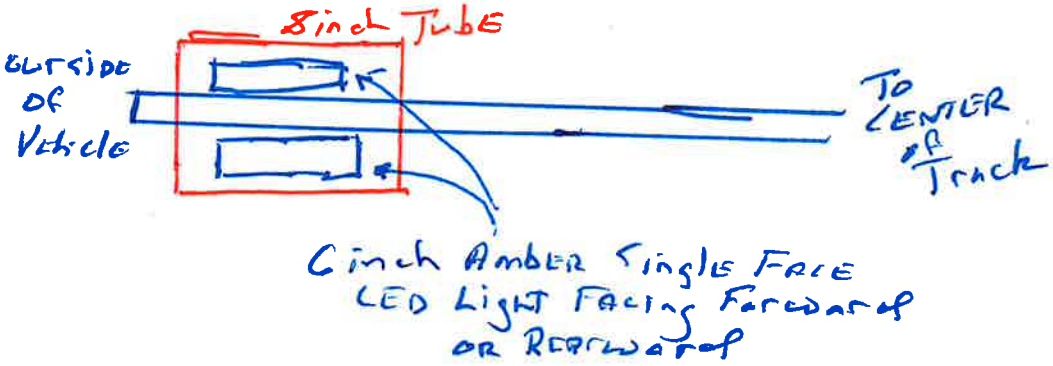
Loader LED Warning Lights in Headache Rack.

NOT To SCALE

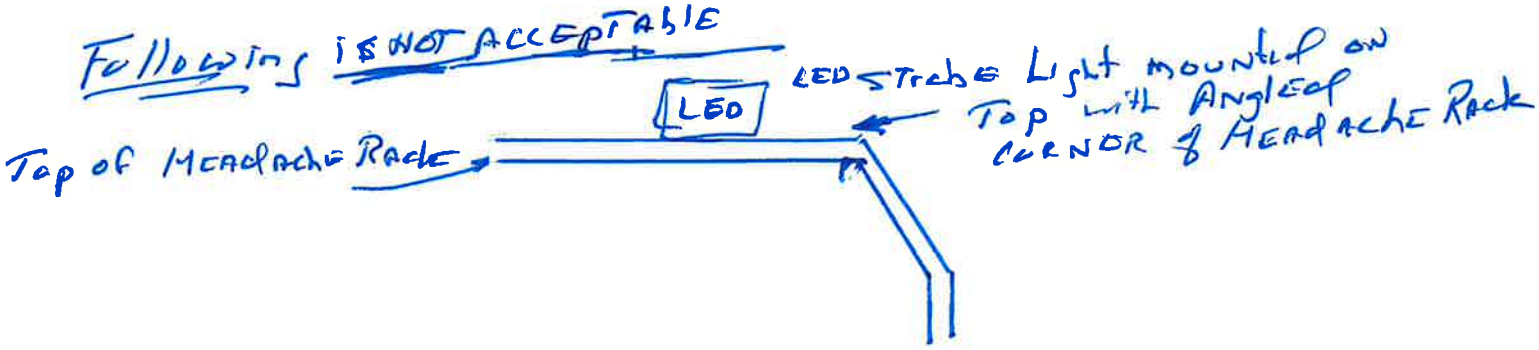
Front / Rear View



Top View of Rack



Following IS NOT ACCEPTABLE



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: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire, Inc for 22 fire bunker coats and boots, 25 fire bunker pants, and 25 fire helmets for MFRD.

Amount of Contract:
$118,170.00

Funding Source
General fund and EMS expense.

ATTACHMENTS:
1. 20260317 Sunbelt Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 24 March 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 Sunbelt Fire Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire, Inc for 22 fire bunker coats and boots, 25 fire bunker pants, and 25 fire helmets for MFRD.
General fund and EMS expense.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $118,170.00

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: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
6423	2026	(1510) FIRE ADMINISTRATION	22 FIRE BUNKER COATS AND BOOTS, 25 FIRE BUNKER PANTS AND HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$118,170.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE# Q-45413 DATED 3/17/26 PER HGAC CONTRACT: EE11-24 EFFECTIVE DATE: 11/01/24 - 10/31/28			
001	FIRE PROTECTION CLOTHING: Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold GLDC364-J Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	22.00 EACH	2295.00000	50490.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			25245.00
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			25245.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PROTECTION CLOTHING: Pant	25.00	1720.00000	43000.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	System, PBI Max, Glide Ice PBI G2, Stedair Gold GLFC364-J PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.44020.			21500.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			21500.00
	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			
003	FIRE PROTECTION CLOTHING: Leather 14" Pull On Boot GL1201420; BLACK IN COLOR PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	22.00 EACH	615.00000	13530.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			6765.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
2	6120.70.15.0000.0000.1510.0000.0000.44020.			6765.00
	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			
004	FIRE PROTECTION CLOTHING: Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	16.00 EACH	446.00000	7136.00
1	1000.30.15.1510.1510.1510.0000.0000.44020.			3568.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			3568.00

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				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			
005	FIRE PROTECTION CLOTHING: Stock RED 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 PER Quote No: Q-45413; Per HGAC contract EE11-24 Vendor Item	9.00 EACH	446.00000	4014.00
	1 1000.30.15.1510.1510.1510.0000.0000.44020.			2007.00
	2 6120.70.15.0000.0000.1510.0000.0000.44020.			2007.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				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 118170.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.44020.		
	59085.00	2356528.78
FIRE ADMINISTRATION EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	59085.00	2356528.78
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Rejected	03/16/26	PATRICIA KENNEDY-JONES	Revised quote
Approved	03/17/26	DONALD ROSE	Auto approved by: 910521901
Approved	03/17/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	03/17/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	03/17/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	03/17/26	JAMES NEESE	Auto approved by: 910521901
Approved	03/17/26	PATRICIA KENNEDY-JONES	
Approved	03/17/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	03/17/26	ANNE FOLEY	Auto approved by: 910521901
Approved	03/17/26	JOHN PAINE	Auto approved by: 910521901

Bill To	Requisition 00006423-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910521901
	Status: Approved Page 6

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
FAIRHOPE, AL 36532	MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917 Fax 251-928-9933	Delivery Reference VICTORIA RICHARDSON
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

View Catalog

Suppliers Offering This Product

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 803-960-8979
Fax:

Allsource Enterprise LLC dba Safe Industries
William Gray
wgray@safeindistries.com
Phone: 570.249.0324
Fax:

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

Allsource Enterprise LLC dba Safe Industries
Louis Al Willimon
al@safeindustries.com
Phone: (864) 845-7175
Fax:

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 832-810-2667

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **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 H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

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

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Transfer $70,000.00 from Capital Project C1036 Convention Center Capital to C0577 Convention Center - Exterior Painting for extended construction administration services. Also, to approve the amendment to the contract between the City of Mobile and The Architects Group Inc.

Amount of Contract:
$70,000.00

Funding Source
C1036

ATTACHMENTS:
1. Resolution TAG Budget Transfer
2. Budget Transfer 031926 C0577
3. TAG Amendment to Agreement
4. 2026-03-18 TAG Letter for Negotiated Extended Service Proposal to the City for CN-079-20
5. CN-079-20 COI
6. TAG Contract

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 sum of $70,000.00 be reallocated from Capital Project C1036 Convention Center Capital to Capital Project C0577 Convention Center – Exterior Painting (Contract #3393 The Architects Group, Inc.). These funds are to be used for extended construction administration services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment to the contract between the City of Mobile and The Architects Group, Inc. the original contract executed on August 25, 2021 resolution number 21-672, contingent upon approved resolution. The Contract attached hereto and made a part hereof as though set forth in full herein. A copy of said Contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM REAM DEPT. 3030

DATE OF REQUEST: 03192026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 70,000.00

FROM CAPITAL PROJECT#: C1036

CAPITAL PROJECT NAME: CONVENTION CENTER CAPITAL

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0577

PROJECT NAME: CONVENTION CTR-EXTERIOR PAINTING

DEPT. PROJECT#: _____

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE ARCHITECTS GROUP, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the ____ day of _____, 2026, between the City of Mobile as Owner and The Architects Group, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and The Architects Group, Inc. ("Consultant") entered into an Agreement for professional design services at Arthur R. Outlaw Convention Center – Exterior Painting & Repairs, CN-079-20, dated August 25, 2021 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement for additional Design Services pursuant to the fee proposal dated July 17, 2025, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Construction Administration Services for Arthur R. Outlaw Convention Center – Exterior Painting & Repairs not to exceed Seventy Thousand and 00/100 Dollars ($70,000.00).
2. The full and final settlement for all work done by Contractor for this project shall be settled upon payment of sum of Seventy Thousand and 00/100 Dollars ($70,000.00).
3. Therefore, the new Agreement sum shall be One Hundred Forty-Nine Thousand Nine Hundred and 00/100 Dollars ($149,900.00).
4. Additional Professional Services shall increase the original contract duration by 86 weeks, from December 4, 2023 thru July 31, 2025.
5. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.
6. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.
7. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

By: _____
Spiro Cheriogotis
Its: Mayor

ATTEST:_____
City Clerk

CONSULTANT: THE ARCHITECTS GROUP, INC.

By: Robert R. Taylor, AIA
Robert Ronald Taylor
Its: President

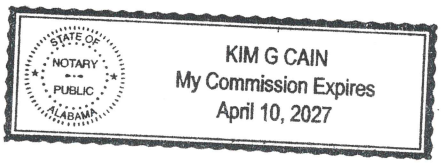
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert Ronald Taylor, whose name as President of The Architects Group, Inc., is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18 day of MARCH, 2026.

Commission Expires Kim H. Cain



TAG
ARCHITECTS

ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Robert M. Krchak, AIA
Tom Kelly, CFM/LEED AP
J. Brad Davis, Designer
Daniel Wells, CAD

18 March 2026

Mr. Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36602

Reference: Arthur R. Outlaw Convention Center Exterior
Painting and Repairs
Project Number: CN-079-20

Subject: Proposal for Cost Adjustment to Additional Services Authorizations to provide Extended Construction Administration Services.

Mr. Washington,

This letter will serve as a Cost Adjustment Proposal by TAG/The Architects Group, Inc. to finalize payment for services for the subject project arising from the extended construction period that transpired through no fault of the Architect, and during which construction administration services were continuously rendered as needed by the Architect on behalf of the City of Mobile.

TAG invoices 2112-9, 2112-10, 2112-11, 2112-12, and 2112-13, the totals of which are $81,337.50 have been tendered to the City of Mobile for payment.

Now, in consideration of the above and in the spirit of goodwill to the City of Mobile, TAG/The Architects Group, Inc., hereby agrees to accept prompt payment of $70,000.00 in lieu of the total amount noted above.

We look forward to the City's acceptance of this proposal and to the prompt receipt of the funds into our account in the normal manner of payment presently set up.

If additional information or action is required, please notify the undersigned below.

Sincerely,
Ronnie Taylor, AIA,
President,
TAG/The Architects Group, Inc.

Cc: Kim Cain

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
www.tagarchitects.net

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2026

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.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Aspen American Insurance Company	43460
INSURER C : Alabama Self-Insured Worker's Compensation Fund	0
INSURER D : Midwest Employers Casualty Company	23612
INSURER E : American Casualty Company Of Reading,	20427
INSURER F : Transportation Insurance Company	20494

INSURED
TAG/The Architects Group, Inc.
710 Downtowner Blvd.
Mobile AL 36609
ARCHGRO-02

COVERAGES **CERTIFICATE NUMBER:** 1067695883 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			2099909862	3/6/2026	3/6/2027	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 $ 2,000,000 $ 4,000,000 $ 4,000,000
E	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6024955204	3/6/2026	3/6/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
F	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5093399737	3/6/2026	3/6/2027	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
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		P102415AL2026 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
B	Professional Liability			AAAE100970-05	8/15/2025	8/15/2026	EA Claim: $1,000,000	Agg: $3,000,000

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 (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written
See Attached...

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
P.O. Box 1827
Mobile AL 366331827
USA

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: ARCHGRO-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	TAG/The Architects Group, Inc. 710 Downtowner Blvd. Mobile AL 36609
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

contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella Liability policy follows form provided by underlying insurance (General Liability, Automobile Liability, and Workers' Compensation), subject to the policy exclusions, terms, and conditions.

Re: Arthur R. Outlaw Convention Center - Exterior Painting and Repairs; Project No. CN-079-20.
City of Mobile

Certificate holder is complete to include:

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ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Robert M. Krchak, AIA
Tom Kelly, CFM/LEED AP
J. Brad Davis, Designer
Daniel Wells, CAD

Tuesday June 25, 2024
Thursday July17, 2025 Revised

Mr. Roger Washington
roger.washington@cityofmobile.org
City of Mobile
205 Government Street
Mobile, AL

Re: Authur R. Outlaw Convention Center Exterior Painting and Repairs
Project Number:CN-079-20

Subject: Amendment to the Professional Service Agreement for Extended Construction Administration Services.

Dear Roger:

ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES

At the request of the Owner's representative (Louis Tooker -Initial request Nov 2023), and the Owner's representative (Roger Washington) and, in accordance with Articles of the Contract TAG Architects submits and proposes the following:

Construction work on-site for this project did not progress in a manner to provide Substantial Completion within the Contract stipulated days ending September 21, 2023.

Therefore, and in acknowledgement thereof, the Owner has determined that additional Construction Administrative Services are needed of the Architect of Record and has requested the Architect of Record (TAG Architects) to provide those additional Construction Administrative Service. Such services beginning on December 04,2023.

Duration of Additional Construction Administration Services:
The duration of the proposed additional Construction Administration Services is based on the most recent Contractor Construction Schedule which identifies the Work of the project to be Complete on or before July 31, 2025.

Proposed Duration of additional Construction Administration Services:
Beginning December 04, 2023 and ending on or before July 31, 2025. (86 weeks)

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
www.tagarchitects.net

Authur R. Outlaw Convention Center Exterior Painting and Repairs
Project Number:CN-079-20
Amendment to the Professional Service Agreement for Extended
Construction Administration Services.

Compensation Adjustment for Proposed Additional Construction Administration Services:

A. Additional Construction Administration Services will be provided based on a maximum average of 6.5 hours per week, billed hourly at a rate of $150.00 per hour. Time billed shall include site visits, meetings (phone and in person), office administration, travel and similar related activities of Construction Administation
B. Architect will notify Owner requesting direction on how to proceed, if it becomes apparent that the Work of Construction s not progressing in a manner that would anticipate completion on or before July 31, 2025 or if the services of this Amendment are anticipated to exceed the average hours per week or amount of this Amendment.
C. Services shall not exceed amount of the Contract Change without authorization of the Owner.
D. Services will be billed monthly.
E. Contract Sum shall be increased by the amount of: $82,800.00. (86 weeks x 6.5 hrs x $150.00)

Should you need additional information please let me know.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert M. Krchak, AIA

CC: Ronnie Taylor/TAG

21-672

RESOLUTION

2021

Sponsored by Mayor William S. Stimpson and Councilmember Levon C. Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	TAG/The Architects Group, Inc.
Project Name:	Arthur R. Outlaw Convention Center – Exterior Painting and Repairs
Project Number:	CN-079-20
Amount:	$69,900.00

Adopted: AUG 25 2021

City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ~~day of in the year~~ 25th day of August, 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

TAG/The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609
City of Mobile Business License No: 44871
Secretary of State Registration No: 001-202

for the following Project:
(Name, location and detailed description)

Arthur R. Outlaw Convention Center – Exterior Painting and Repairs
1 South Water Street
Mobile, Alabama 36602
CN-079-20

The Owner and Architect agree as follows.

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.

Init.
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User Notes: (1147695949)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, and in Exhibit A. Fee Proposal for services for: Arthur R. Outlaw Convention Center – Exterior Painting and Repairs.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in Fee Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For professional services for the above reference project

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction is Nine Hundred Thirty Thousand One Hundred and 00/100 Dollars ($930,100.00).

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User Notes:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Complete Schematic Design Phase (3.2) including water intrusion survey/testing and preliminary scope, cost, and schedule for each of the three (3) phases (water intrusion, cleaning, and painting) of this project twenty (20) days after NTP.
Complete Design Development Phase (3.3) including scope and schedule refinement based on project budget forty (40) days after NTP.
Final Construction Documents (3.4) including documentation for bidding fifty-five (55) days after NTP.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

twelve (12) months from date of Agreement

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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:
(List name, address, and other contact information.)

Director, Architectural Engineering Department
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:
(List name, address, and other contact information.)

N/A

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§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

R. Ronald Taylor, AIA
TAG/The Architects Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609
251-343-1811/251-343-1834
rtaylor@tagarchitects.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical and Plumbing Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 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.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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.

§ 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 Worker's Compensation/Employer's Liability:

.1 Worker's 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 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.

.3 Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles,

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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 (ACCORD 101, Additional Remarks Schedule).

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

.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, 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 thirty (30) days or more (except ten (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 requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

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 plumbing, 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.

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User Notes: (1147695949)

§ 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.

§ 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 COVID design considerations, such as germ isolation and other systems, 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.

§ 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.

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§ 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 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 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, 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 facilitating the distribution of Bidding Documents to prospective bidders, in which the Architect's Consultants shall participate;

.2 organizing and conducting a pre-bid conference for prospective bidders;

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.3 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,

.4 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.

(Paragraphs deleted)
§ 3.5.2.4 The Architect shall assist in identifying options, reviewing proposals and making recommendations for items to be included if Value Engineering Negotiations are required to reach an awardable construction contract sum.

§ 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 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.

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§ 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.

§ 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 Consultants 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.

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§ 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;

.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 verify 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

N/A

(Table deleted)

(Paragraphs deleted)

§ 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.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 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;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or

.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,

.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 One (1) visits to the site by the Architect during construction every two (2) weeks based on progress of 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 Three (3) inspections for any portion of the Work to determine final completion; and

.5 Conduct every other week progress meetings with Contractor, Consultants and the Owner, including the Architect's Consultant's during Construction Phase.

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§ 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.

§ 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.

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§ 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 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 fifteen (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, or 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, 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 ninety (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.

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§ 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 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

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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 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this 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 Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 The method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 8.1.5 Consultant shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Consultant's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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.

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§ 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. Cost 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

.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 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, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 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.

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§ 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.

§ 10.10 CDC/NIH Covid-19 Guidelines are in effect through contract duration. The Consultant shall adhere to current guidelines as directed by the City. All Consultant's personnel, Sub-Consultants, and others shall wear a face mask/ face covering at all times while in a City of Mobile Building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

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)

The sum of Sixty-Nine Thousand Nine Hundred and 00/100 Dollars ($69,900.00) as outlined below:

Design (Water Intrusion)	$40,620.00
CA Site Visits	$6,600.00
Design (Prep and Paint)	$13,480.00
CA Site Visits	$4,200.00
Survey/Testing	$5,000.00

.2 Percentage Basis
(Insert percentage value)

N/A ( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

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§ 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:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 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:
(Insert amount of, or basis for, compensation.)

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:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 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.
(Table deleted)
§ 11.5.1 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 the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 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.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)
See Exhibit A
(Paragraph deleted)
§ 11.7
(Paragraphs deleted)
Compensation for Reimbursable Expenses
§ 11.7.1 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:

N/A

§ 11.7.2 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.

§ 11.8 Payments to the Architect
§ 11.8.1
(Paragraphs deleted)
Progress Payments
(Paragraphs deleted)
§ 11.8.1.1 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.
(Insert rate of monthly or annual interest agreed upon.)

0 % zero percent

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§ 11.8.2.2 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.

§ 11.8.2.3 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:
(Include other terms and conditions applicable to this Agreement.)

.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 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:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect:
   a. Proposal for Architectural Services, Exhibit A
   b. Architect's Certificate of Insurance with Endorsements
   c. Architect's E-Verify Documentation
   d. Architect's Subconsulting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMATION

§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 (15) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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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. 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAININ 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.

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User Notes:

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Legal Name of Party to Contract-Consultant
TAG/The Architects Group, Inc.

ARCHITECT *(Signature)*

R. Ronald Taylor, AIA, Principal
(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 Ronnie Taylor as President of The Architects Group, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28th day of July, 2021.

NOTARY PUBLIC
My Commission Expires:

JANICE JENKINS
My Commission Expires
May 18, 2024

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TAG
ARCHITECTS

Friday 21 May, 2021

Mr. David Krumrey, Program Director
Program/Construction Management, Volkert, Inc.
205 Government St.
Mobile, AL 36644

Re: Mobile Convention Center: Water Intrusion, Exterior Cleaning, Painting
City of Mobile, Alabama

Dear David:
We appreciate the opportunity to provide Architectural Design Services to the City of Mobile for the above project. The project consists of the following:

Provide Investigations, Documentation, Contract Bidding Assistance to the City of Mobile and Construction Administration Services for work and repairs required due to the effects of Deferred Maintenance. Generally, the work will provide for remediation of conditions identified by the City of Mobile as areas or points of water intrusion; replacement of exterior sealant materials exhibiting failure or end of service life; and providing cleaning and painting to exterior surface and finish conditions which have deteriorated and no longer present as visually appealing. A detailed listing of work areas and limitations of work are enumerated and described in the Fee Proposal and Scope of Work provided and attached to the contract. Permitting assistance is included.

Our basis of agreement with the City of Mobile is expected to be AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, or similar mutually acceptable agreement.

We propose to provide these services for the lump sum fee of $69,900.00. We acknowledge and understand that the project funds allocated for this work are limited to less than $1,000,000.00, inclusive of the design fee. The schedule for the development of this project will be as agreed upon mutually.

Again, we appreciate being selected to work with the City of Mobile and look forward to a successful project for the Mobile Convention Center.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert Ronald Taylor, AIA
RRT/mz

The Architects Group, Inc. 710 Downtowner Boulevard Mobile, AL 36609 (251) 343-1811

FEE PROPOSAL

Mobile Convention Center: Water Intrusion, Exterior Cleaning, Painting

City of Mobile, Alabama

Fee Proposal Based on Attached Scope of Work, dated May 21, 2021, and Information Provided by City of Mobile.

Revision #3

5/21/2021

DESIGN	est hours	cost/hr	design NTE	Investigative Assistance and Testing Contingency**
Water intrusion				
Survey/testing	50	$150	$7,500	$4,000 remove cmu
Documentation for bidding	75	$120	$9,000	
Office CA during Construction*	30	$150	$4,500	
Cleaning of Masonry and unpainted surfaces				
Survey/testing	20	$150	$3,000	
Documentation for bidding	48	$120	$5,760	
Office CA during Construction*	30	$150	$4,500	
Cleaning ONLY of Painted surfaces				
Survey	8	$150	$1,200	$0 test patch
Documentation for bidding	18	$120	$2,160	
Office CA during Construction*	20	$150	$3,000	
			$40,620	$4,000 NTE

CA Site Visits*	durations			ca NTE
Water intrusion repairs =	60 days			
Cleaning unpainted surfaces=	90 days			
Total time	150	21 weeks		
Average 1 site visit every Two weeks=				
11 Total visits at 4 hr/visit		44	$150	$6,600
			TOTAL NTE	$51,220

Time frames for Documentation and Bidding are based on:

1. New detailing and drawings provided as necessary to supplement existing drawings.
2. Issuing of existing documents with explanatory notes.
3. Bidders will be required to visit site as part of developing their scope and means of access

add for painting

DESIGN Prep and Paint	est hours	cost/hr	design NTE	testing contingency
Preparation and Painting of Painted surfaces				
Survey/testing	20	$150	$3,000	$1,000 test patch
Documentation for bidding	54	$120	$6,480	
Office CA during Construction*	20	$150	$3,000	
			$13,480	$1,000 NTE

CA Site Visits*	durations			ca NTE
Prep Painted =	45 days			
Painting =	45 days			
Total time	90	13 weeks		
Average 1 site visit every Two weeks=				
7 Total visits @ 4 hr/visit		28	$150	$4,200
			TOTAL NTE	$18,680
			GRAND TOTAL ALL	$69,900

***CA Site Visits** are limited to the number of visits indicated. Additional site visits requested by the Owner or Contractor shall be paid as an additional service at rate indicated for such Work.

****Refer to Scope of Work Attachment** for recommended Investigative Assistance and Testing. Total cost related to the defined assistance will exceed the Contingency Allowance listed. It is assumed that the City of Mobile will be able to provide much of this Assistance.

Bridge Connector: Work associated with Bridge Connector is not included in this Proposal or Scope of Work.

Alabama Secretary of State

The Architects Group, Inc.	
Entity ID Number	001 - 202
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/25/1971
Registered Agent Name	BARR, DAVID M
Registered Office Street Address	710 DOWNTOWNER BLVD MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURE
Capital Authorized	$2,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	MCARTHUR, JOHN A JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LETSON, WILLIAM F
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SHEPHERD, THOMAS G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FADDIS, EDWARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GANDLER, HARVEY M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

The Architects Group, Inc.	
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	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
Transactions	
Transaction Date	09/12/1975
Probate Office Corrections	CORRECTED REPORT RECEIVED
Transaction Date	02/15/2008
Registered Agent Changed From	* Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/15/2008 Registered Agent Change 1 pg.

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E-Verify

Company ID Number: 491737

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer The Architects Group, Inc.

Cecile Sparks Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: The Architects Group, Inc.

Company Facility Address: 710 Downtowner Blvd.
Mobile, AL 36609

Company Alternate Address: P.O. Box 16547
Mobile, AL 36616

County or Parish: MOBILE

Employer Identification Number: 630622691

E-Verify

Company ID Number: 491737

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Cecile C Sparks		
Telephone Number:	(251) 343 - 1811	Fax Number:	(251) 343 - 1834
E-mail Address:	csparks@tagarchitects.net		
Name:	David M Barr		
Telephone Number:	(251) 343 - 1811	Fax Number:	(251) 343 - 1834
E-mail Address:	dbarr@tagarchitects.net		

Client#: 24991 ARCGR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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 Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Elise Buschmann PHONE (A/C, No, Ext): 251 473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: ebuschmann@lyonfrycadden.com
INSURED TAG/The Architects Group, Inc. 710 Downtowner Blvd. Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Transportation Insurance Company — 20494 INSURER C : AL Self Insured WC Fund — N/A INSURER D : Midwest Employers Cas Co — 23612 INSURER E : Aspen American Insurance Company — 43460 INSURER F : National Fire Insurance Co. of Hartford — 20478

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 GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	X	X	2099909862	03/06/2021	03/06/2022	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 $2,000,000 $4,000,000 $4,000,000
F	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	6024955204	03/06/2021	03/06/2022	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 RETENTION $	X	X	5093399737	03/06/2021	03/06/2022	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC10003700002021A	01/01/2021	01/01/2022	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PRAL129001	01/01/2021	01/01/2022	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 Liab			AAAE10097001	08/15/2020	08/15/2021	$1,000,000 each claim $3,000,000 aggregate	

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

Re: Arthur R. Outlaw Convention Center - Exterior Painting and Repairs; Project No. CN-079-20.
City of Mobile is included as additional insured as respects General Liability, Auto Liability and Umbrella Liability as required by written contract. These coverages are primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella and Workers
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept.
P.O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Compensation/Employers Liability as required by written contract. 30 days notice of cancellation, non renewal or material change applies (except 10 days for non-payment).

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	The Architects Group, Inc.
Address	710 Downtowner Blvd. Mobile, AL 36609
Telephone	251.343.1811
E-Mail	rtaylor@tagarchitects.net

RFP/RFQ Solicitation Number	CN-079-20
Project Description	Mobile Convention Center Water Intrusion, Cleaning, Painting
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 7 Female 3 Minority 1* Non-minority ____ SDVO ____ Total #of Employees 10 *Native American Descent

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ronnie Taylor

Signature: RT Date: 06/10/2021

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Ronnie Taylor Title: President

Email: rtaylor@tagarchitects.net Phone: 251.343.1811

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company The Architects Group, Inc Your Bid/Proposal Amount $ 69,900.00 Date: 6/10/2021

251 / 343 / 1811 Description Design/Constr Admin for Exterior Cleaning, Repair, Paint at Mobile Convention Center

Name of Bidder/Proposer: The Architects Group, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
To be determined	TBD	Investigative Assistance & Testing at In-Place Assemblies	NTE $5,000	7%	TBD	

Form 2: Good Faith Effort Documentation

Name of Bidder: The Architects Group, Inc.

Contact Person: Ronnie Taylor Phone 251.343.1811 Email rtaylor@tagarchitects.net

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. NONE SCHEDULED
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
-	-	**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.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

-	-	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
-	-	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Specifications will be written to include City of Mobile diversity goals which may be increased or modified at City of Mobile option for the types of work to be described.

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: AMENDMENT #1, A. R. OUTLAW CONVENTION CTR - EXTERIOR PAINTING AND REPAIRS

PROJECT LOCATION: 1 SOUTH WATER ST., MOBILE, AL 36602

DEPARTMENT PROJECT NUMBER: CN-079-20

CHANGE ORDER #: ONE (1) **AMOUNT:** $10,000.00 ○ DEDUCT ◉ ADD

CAPITAL CONTRACT NUMBER: 3393

CAPITAL ACCOUNT: C0577 CONVENTION CTR-EXTERIOR PAINTING

VENDOR #: 17750 **VENDOR NAME:** THE ARCHITECTS GROUP, INC. (TAG)

Prepared by: BRENDA PARKER **Date:** 04/29/2024

REVIEWED AND APPROVED BY:

Cassie Boatwright
05/14/2024 10:23 AM
boatwright@cityofmobile.org

Cassie Boatwright
05/14/2024 10:24 AM
boatwright@cityofmobile.org

Shonnda Smith
05/16/2024 09:14 AM
shonnda.smith@cityofmobile.org

Brenda Rhodes
05/16/2024 10:11 AM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
05/16/2024 04:16 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
05/29/2024 12:57 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 4/25/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: THE ARCHITECTS GROUP, INC (TAG) V#17750

DISTRICT#: Select Item. 2

DEPT. PROJECT#: CN-079-20

REQUEST: Please ADD (+) $ 10,000.00 from Capital Project#/Title:

C0577 CONVENTION CTR-EXTERIOR PAINTING

to contract# 3393 .

Total amount of Change Order: $ 10,000.00

Current contract amount: $69,900.00

Revised contract amount: $79,900.00

Comments: TO AMEND THE AGREEMENT BY THE ABOVE SUM ADDITIONAL DESIGN SERVICES

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AMENDMENT to AGREEMENT BETWEEN CITY OF MOBILE AS OWNER AND THE ARCHITECTS GROUP, INC. AS CONSULTANT FOR STIPULATED SUM

This Amendment to Agreement is entered into as of the 30 day of May 2024, between the City of Mobile as Owner and The Architects Group, Inc. as Consultant.

WHEREAS, the City of Mobile ("Owner") and The Architects Group, Inc. ("Consultant") entered into an Agreement for professional design services at Arthur R. Outlaw Convention Center – Exterior Painting & Repairs, CN-079-20, dated August 25, 2021 (hereinafter referred to as "Agreement");

WHEREAS, the Owner and Consultant wish to amend the Agreement to provide Additional Design Services pursuant to the proposal dated March 25, 2022, attached hereto and as is hereafter more particularly set forth;

NOW, THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Additional Design Services for Arthur R. Outlaw Convention Center – Exterior Painting & Repairs – re-bidding of the project for receipt of competitive bids, for the final sum of $8,550.00.

3. In Article 11.1, the original Agreement sum of Sixty-Nine Thousand Nine Hundred and 00/100 Dollars ($69,900.00) shall be increased by a sum not to exceed Ten Thousand and 00/100 Dollars ($10,000.00). Therefore, the new Agreement sum shall be Seventy-Eight Thousand Four Hundred Fifty and 00/100 Dollars ($79,900.00).

4. Additional Design Services shall not add any additional days to Section 3.1.1 of the Agreement.

5. Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

6. Owner and Consultant each represent and warrant to the other that it has full authority to enter into and perform this Amendment. The persons signing this Amendment on behalf of Owner and Consultant respectively represent and warrant that he or she has the full and complete authority to bind Owner and Consultant, as the case may be, to this Amendment.

7. This Amendment may be executed and delivered in two counterparts, including delivery by facsimile and/or electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above written.

OWNER: CITY OF MOBILE

William S. Stimpson
2024.05.30 09:10:29
-05'00'

By: _____
William S. Stimpson
Its: Mayor

ATTEST: _____
City Clerk

CONSULTANT: THE ARCHITECTS GROUP, INC.

By: _____
Robert Ronald Taylor
Its: President

TAG
ARCHITECTS

ARCHITECTURE
PLANNING
INTERIOR DESIGN

David M. Barr, AIA
R. Ronald Taylor, AIA
Daniel J. Borcicky, AIA
Robert M. Krchak, AIA, LEED AP
Tom Kelly, CFM/LEED AP

Wednesday March 25, 2022 Rev 01

Mr. Gregg Blaize, Facility & Maintenance Director
City of Mobile
205 Government Street
Mobile, AL 36633

VIA EMAIL

Subject: Mobile Convention Center
Exterior Repairs
COM_CN-079-20 REBID
PROPOSAL Rev 01

Dear Gregg:

In accordance with Articles of the Contract we propose the following for Rebid of the subject project. Services would be performed in accordance with Standard Hourly Rates, as attached, for Architect-Principal and Architect 1. The anticipated level of effort is the following:

Estimated hours:

Addendum for Re-Bid	6hrs.
Pre bid Conference 2 people at 3 hrs.	6hrs.
Addendum for Pre-Bid	4hrs.
RFI, etc. response during Re-Bid	16hrs.
Addendum for RFI	24 hrs.
Bid Review after Bid	4hrs.
Bid Negotiation	12hrs.

We estimate the total Fee to not exceed $10,000. Should we become aware that this anticipated level of effort is underestimated, we will notify you immediately.

Sincerely,
TAG/THE ARCHITECTS GROUP, INC.

Robert M. Krchak, AIA

Attachment

The Architects Group/Inc.

710 Downtowner Blvd.
Mobile, Alabama 36609
Phone 251-343-1811
FAX 251-343-1834
www.tagarchitects.net

R E S O L U T I O N

Sponsored by: Councilmember Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Vincent Robinson is appointed to the Water & Sewer Board of Commissioner effective April 29, 2026 for a term ending April 29, 2032.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor License – Class II
Submitted by:	Cynthias Package Store, LLC
Location:	Cynthias Package Store 2912 Dauphin Island Parkway, Unit G Mobile, AL 36605

Adopted:

_____
City Clerk

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
03/23/2026	TRANSFER - LOCATION	2026 - 5	119203	3	March 31, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKWAY UNIT G

City, State, Zip Code

MOBILE AL 36605

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
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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

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Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKWAY UNIT G

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/23/2026	TRANSFER - LOCATION	2026 - 5	119203	3	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	

Business Information

Legal Business Name	Trade Name (DBA)
CYNTHIAS PACKAGE STORE LLC	CYNTHIAS PACKAGE STORE

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/26/2021	875 024	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
87-1959420	R011148678	(251) 454-8284	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2912 DAUPHIN ISLAND PARKWAY UNIT G	MOBILE	AL	36605

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
2912 DAUPHIN ISLAND PARKWAY UNIT G	MOBILE	AL	36605

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE	5701 Z MOFFETT RD MOBILE AL 36618

Contact Person Information

Name	Title	POA	Phone	Email
CYNTHIA MARKS LAND	OWNER		[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
CYNTHIAS PACKAGE STORE LLC	CYNTHIAS PACKAGE STORE LLC

ABC License Type	License Number	Any ABC Pending Actions
011- LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	116421	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
T D & T LLC	[redacted]	

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
1,200	0	YES	NO	SHOPPING CENTER	OTHER

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?	YES

Applicant/POA Initials CML

City of Mobile ABC Licensing & Compliance 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)	
LAND CYNTHIA MARKS	OWNER	[redacted]	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]	MOBILE	AL	36605
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]	MOBILE AL	[redacted]	[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
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)	
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 CML

City of Mobile ABC Licensing & Compliance 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)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Applicant/POA Initials _____

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

CML 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.

CML 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.

CML 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.

CML 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.

CML 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.

CML 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.

CML 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
Cynthia Marks Land	OWNER
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Cynthia MARKS LAND	0323-26

Sworn to and subscribed before me this 23rd day of March 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

Signature Page

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/23/2026	TRANSFER - LOCATION	2026 - 5	119203	3	March 31, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKWAY UNIT G

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance 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
03/23/2026	TRANSFER - LOCATION	2026 - 5	119203	3	March 31, 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 and/or consumable hemp product(s) 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKWAY UNIT G

City, State, Zip Code

MOBILE AL 36605

Contact Person Information

Name	Title	POA	Phone	Email
CYNTHIA MARKS LAND	OWNER		[redacted]	[redacted]

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 02/19/2026

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 Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKW

Zip Code

36605

Application Number

2026 - 5

Notice Post Date @ Location

03/23/2026

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

March 31, 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

Cynthia Norks Land

Applicant/POA Signature

Tara Lynn 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.

City of Mobile ABC Licensing & Compliance 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:

CYNTHIAS PACKAGE STORE LLC

dba CYNTHIAS PACKAGE STORE

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at

2912 DAUPHIN ISLAND PARKWAY UNIT G , 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

March 31, 2026 for application number 2026 - 5

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.

Cynthia Hicks Land
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

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:

CYNTHIAS PACKAGE STORE LLC

dba CYNTHIAS PACKAGE STORE

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and

for the premises located at

2912 DAUPHIN ISLAND PARKWAY UNIT G , 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 March 31, 2026 for application number 2026 - 5

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.

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Cynthia Marks Land
Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

CYNTHIAS PACKAGE STORE LLC

Trade Name (DBA)

CYNTHIAS PACKAGE STORE

Location Address

2912 DAUPHIN ISLAND PARKW

Zip Code

36605

Application Number

2026 - 5

Notice Post Date @ Location

03/23/2026

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

March 31, 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

Cynthia Works Land

Applicant/POA Signature

Tara Lynn 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
Confirmation Number: 20260309141550066

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
CYNTHIAS PACKAGE STORE LLC
Address: 5701 Z MOFFETT RD
MOBILE, AL 36618
Telephone: 251-454-8284

NEW APPLICANT:
CYNTHIAS PACKAGE STORE LLC
Address: 2912 DAUPHIN ISLAND PKWY STE G
MOBILE, AL 36605
Telephone: 251-656-9670

Current License No: 116421

LICENSED PREMISES ADDRESS: 2912 DAUPHIN ISLAND PKWY STE G MOBILE, AL 36605

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 9th day of March, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

Cynthia Marks Land

Print Name: CYNTHIA MARKSLAND
Title: MEMBER

NEW LICENSEE (APPLICANT)

Cynthia Marks Land

Print Name: CYNTHIA MARKSLAND
Title: MEMBER

WITNESS: (By ABC Enforcement) Sandy Durham

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260309141550066

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State: **County:**

Trade Name: CYNTHIAS PACKAGE STORE
Filing Fee:

Applicant: CYNTHIAS PACKAGE STORE LLC
Transfer Fee: $100.00

Location Address: 2912 DAUPHIN ISLAND PKWY STE G MOBILE, AL 36605

Mailing Address: 2912 DAUPHIN ISLAND PKWY STE G MOBILE, AL 36605

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 875 024

Do you sell Draft Beer?: N/A

Date Incorporated: 07/26/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/26/2021

Federal Tax ID: 87-1959420 **Alabama State Sales Tax ID:** R011148678

Name:	Title:	Date and Place of Birth:	Residence Address:
CYNTHIA MARKS LAND [redacted]	08/29/2029	[redacted] MOBILE AL	[redacted] MOBILE, AL 36605

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
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260309141550066

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: CYNTHIA MARKS LAND
Business Phone: 251-656-9670
Fax:

Home Phone: [redacted]
Cell Phone: [redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name: CYNTHIAS PACKAGE STORE
Applicant: CYNTHIAS PACKAGE STORE LLC

Previous Vendor Number: 116421

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260309141550066

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: T D & T LLC 251-544-5484

What is lessors primary business? LEASING

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? YES

Building Dimensions Square Footage: 1200

Display Square Footage: 600

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: 20260309141550066

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: 20260309141550066

Initial each	Signature page
CML	In reference to law violations, I attest to the truthfulness of the responses given within the application.
CML	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
CML	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.
CML	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
CML	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.
CML	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.
CML	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): Cynthia Markland

Signature of Applicant: Cynthia Markland

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: 3/9/24 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**
Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260309141550066

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
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? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: STE G

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 _____

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 25 day of February 20 26

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Stella Haase	Stella Haase	7/31/2028

Notary Stamp

STELLA HAASE
Notary Public, Alabama State At Large
My Commission Expires 7/31/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
Scotty Wells / Agent	Cynthia Marks
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
250 Congress St	3011 Jacob Dr.
City, State, Zip	City, State, Zip
Mobile AL 36603	Mobile AL 36605
Date Agreement Signed	Date Agreement Signed
2/26/2026	2-25-26

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

Cynthia's Package Store LLC

2. THIS FORM WAS PREPARED BY:

Cynthia's Package Store LLC

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Cynthia R Marks
5701 Z Moffett Rd.
Mobile, AL 36618
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

875-024 DLL

Date	07/26/2021
Time	16:08:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. THE UNDERSIGNED SPECIFY 07/26/2021 16:08:02 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable

07/26/2021
DATE

Cynthia B. Marks OWNER/MANAGER
ELECTRONIC SIGNATURE & TITLE

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
ARTICLES OF DISSOLUTION

PURPOSE: In order to dissolve a Limited Liability Company (LLC) under Section 10A-1-9.11 and 10A-5A-7.02(b) of the Code of Alabama 1975 these Articles of Dissolution and the appropriate filing fees must be filed with the Secretary of State's office. The information required in this form is required by Title 10A.

1. The name of the Limited Liability Company as recorded on the Certificate of Formation:

   C&T Package Store LLC

2. Alabama Entity ID Number (Format: 000-000): 438 - 168 **TO OBTAIN ID NUMBER** Go to our website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

3. The date the Certificate of Formation was filed: 09 / 16 / 2009 (MM/DD/YYYY)

4. Reason for filing the Articles of Dissolution: NO LONGER A PARTNERSHIP/BUSINESS

5. The effective date of the Articles of Dissolution: 07 / 26 / 2021 (MM/DD/YYYY)

6. The limited liability company listed above has dissolved.

CYNTHIA R. MARKS
Signature as required by 10A-5A-2.04

07 / 26 / 2021
Date (MM/DD/YYYY)

CYNTHIA R. MARKS
Typed Name of Above Signature

OWNER
Typed Title/Capacity to Sign under 10A-5A-2.04

This form was prepared by: (name and full address)

(For SOS Office Use Only)

Alabama
Sec. Of State
438-168 DLL
Date 07/26/2021
Time 14:47:00
File $100.00
Exp $0.00
Total $100.00

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:

Cynthia's Package Store LLC

This name reservation is for the exclusive use of Cynthia's Package Store LLC, 5701 Z Moffett Rd , Mobile, AL 36618 for a period of one year beginning July 26, 2021 and expiring July 26, 2022

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.

July 26, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

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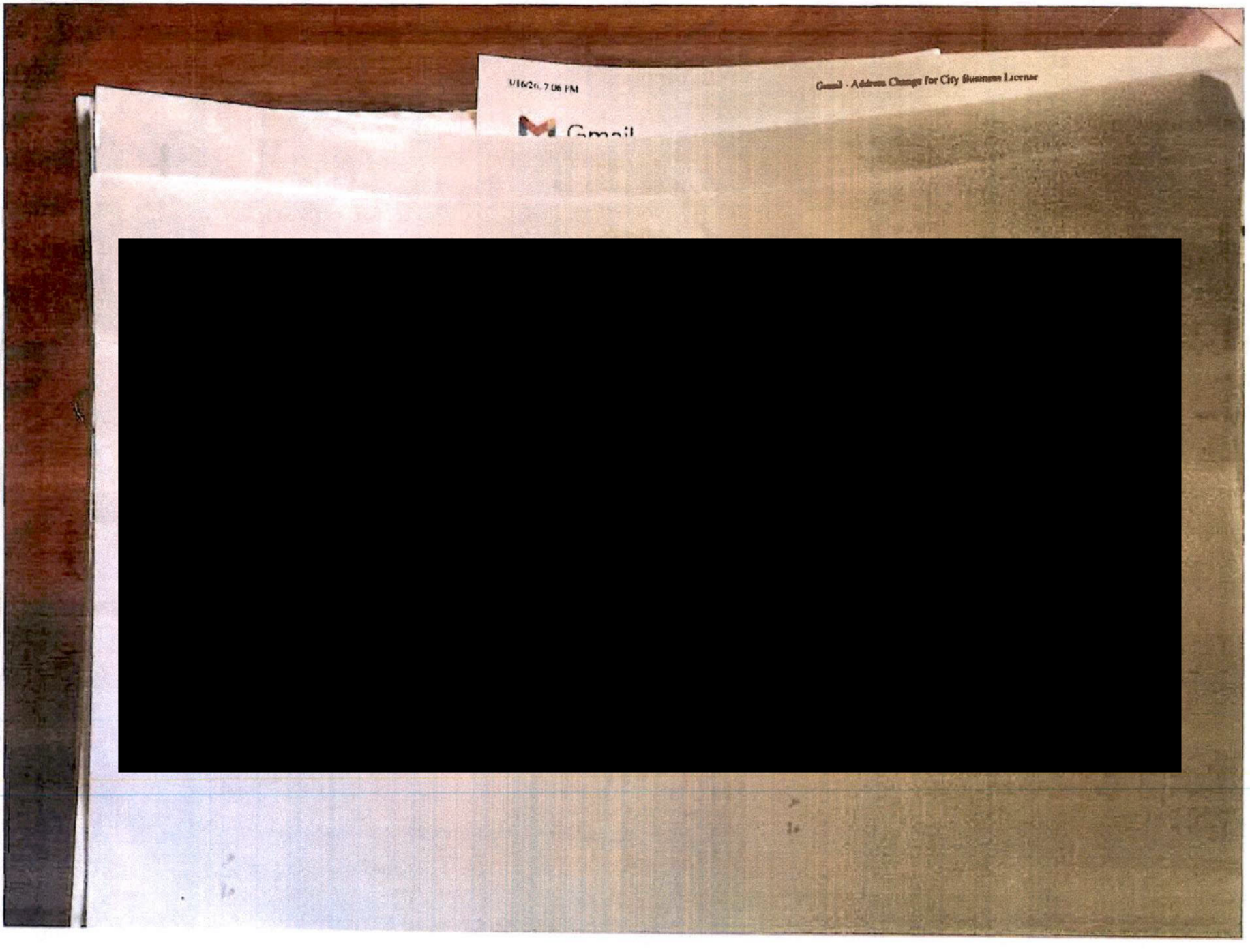
Gmail - Address Change for City Business License

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, in Tenant's reasonable discretion. then the tenn of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired tenn of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, the lease shall continue in full force and effect. and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

Section 16.03. Landlord's Damages.

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise. for such condemnation and the Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

Section 16.04. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damage to Tenant's business by reason of the condemnation and for or in account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, leasehold improvements and equipment.

ARTICLE XVII

TENANT'S PROPERTY

Section 17.01. Taxes and Leasehold.

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the tern of this lease against any leasehold interest or personal property of any kind placed in, upon or about the leased premises by Tenant.

Section 17.02. Loss and Damage.

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water. rain or snow or leaks from any part of the leased premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the leased premises, occupants of adjacent property. of the Shopping Center, or the public. or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the leased premises or in the building of which they find a part. All property of Tenant kept or stored on the leased premises shall be so kept or stored on the leased premises at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims by Tenant's insurance carriers.

ARTICLE XVIII

DEFAULT OF THE TENANT

Section 18.01. Right to Re-Enter.

In the event of any failure of Tenant to pay any rental due hereunder within ten (] 0) days after the same

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shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this lease, or if Tenant or any guarantor of this lease shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant or any guarantor of this lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or commit waste on said premises, or suffer this lease to be taken under any writ of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof and Landlord besides other rights or remedies it may have hereunder or at law or in equity, shall have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 18.02. Right to Relet and Accelerate.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second; to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have re-entered, relet or terminated this lease, in the event of any default or breach by Tenant, at the election of Landlord (i) the entire rent for the whole term of this lease and any other indebtedness of Tenant to Landlord hereunder shall be accelerated and be immediately due and payable, or (ii) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness. All rights and remedies of Landlord, as set forth in this lease, shall be in addition to such other rights and remedies as Landlord may have under any applicable law.

Section 18.03. Legal Expenses.

In case of employment of an attorney or if suit shall be brought for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this lease, because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, or in the event of Tenant's bankruptcy, Tenant shall pay to Landlord all expenses incurred therefore,

including reasonable attorneys' fees and costs.

Section 18.04. Landlord's Lien.

To the fullest extent allowable by law, and to secure the payment of all rent and other sums due and to become due hereunder, Tenant hereby grants to Landlord a lien and security interest on the goods, furniture and effects belonging to Tenant. which lien shall be superior to all other liens of any kind or character whatsoever. No goods, furniture and effects shall be removed from the leased premises without the written consent of Landlord, except in ordinary course of business, until all rent and other applicable charges have been paid. This lien and security interest are given pursuant to the Uniform Commercial Code in effect in the State where the premises are located and are in addition to the Landlord's statutory lien and shall be cumulative thereto. In this regard, this lease constitutes a security agreement. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State where the leased premises are located.

Section 18.05. Tenant's Bankruptcy.

Landlord and Tenant agree that if Tenant ever is subject to a voluntary or involuntary bankruptcy, or other similar type proceeding under Federal Bankruptcy Law, then "adequate protection" of Landlord's interest in the Leased Premises pursuant to the provisions of Section 361 and 363 (or their successor sections) of the Bankruptcy Code. I I U.S.C. Paragraph IÖl, *et seq.* (such Bankruptcy Codes as amended from time to time , the "Bankruptcy Code") prior to assumption and/or assignment of the Lease by Tenant shall include, but is not limited to the following:

(a) The continued payment by Tenant of all minimum rent, percentage rent and all other sums due and owned under this lease and the performance of all other covenants and obligations under this lease by Tenant;

(b) The hiring of security guards to protect the leased premises if Tenant abandons and/or ceases operations; such obligation of Tenant only to be effective so long as Tenant remains in possession and control of the leased premises to the exclusion of Landlord.

(c) The furnishing of an additional security deposit by Tenant in the amount of three (3) times the then current monthly rent payable hereunder; and

(d) The payment to Landlord of actual attorneys' fees and costs associated with Tenant's bankruptcy, payable upon demand.

Landlord and Tenant agree in the event of a bankruptcy petition or similar proceeding ,Tenant shall assume or reject this lease within ninety (90) days of the petition date; furthermore, if the Lease is rejected, then Landlord shall be given no less than thirty (30) days prior notice of rejection and all fixtures and equipment shall become property of the Landlord as set fotth herein; and Tenant shall further agree that "adequate assurance of future performance" by Tenant and/or any assignee of Tenant pursuant to Bankruptcy Code Section 365 (or its successor section) will include (but not be limited to) payment of an additional/new security deposit in the amount of three (3) times the then current monthly Minimum Rent payable hereunder.,

Any person or entity to which this lease is assigned shall be deemed without further act or deed to have assumed all of the obligations of Tenant arising under this lease on and after the effective date of such assignment. Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability.

This is a lease of real property in a "shopping center" within the meaning of Section 365(b)(3) of the Bankruptcy Code.

Notwithstanding anything in this lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether expressly denominated as "rent," shall constitute "rent" for the purposes of Section 502(b)(7) of the Bankruptcy Code.

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If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or the Estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust by Tenant for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

If Tenant assumes this lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this lease on terms acceptable to the Tenant, then notice of such proposed offer/assignment, setting forth (i) the name and address of such person or entity. (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person's or entity's future performance under this lease, including, without limitation, the assurance referred to in Section 365(b)(3) of the Bankruptcy Code, shall be given to Landlord by Tenant no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (I0) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assumption and assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment. to accept an assignment of this lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such persons or entity, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this lease.

ARTICLE XIX

HOLDING OVER

Section 19.01. Holding Over.

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy from month to month, cancellable by Landlord on thirty (30) days written notice, subject to all the tenns and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to one-hundred fifty percent (150%) of the monthly rental as specified in Article Ill, Section 3.0I hereof: but nothing in this article shall be construed as consent by Landlord to any holding over or as a waiver of any rights of Landlord otherwise provided for herein.

ARTICLE XX

ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

Section 20.01. Right to Entry.

Tenant shall permit Landlord, its agents, employees and contractors to enter the premises and all parts thereof at any reasonable time to inspect the same and to enforce or can-y out any provision of this lease.

Section 20.03. Non-Exclusive Remedies.

The mention in this lease of any specific right or remedy shall not preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

Section 20.04. Release from Liability.

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring, plumbing, or heating apparatus; and not to hold Landlord liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft.

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Notwithstanding anything elsewhere in this lease, Tenant hereby releases Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system covering the premises and/or the operation of said sprinkler system.

Section 20.05. Landlord's Exculpation.

Anything to the contra1-y contained in this lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Landlords individually or collectively, with respect to any of the terms, covenants, conditions and provisions of this lease, and Tenant shall look solely to the equity of Landlord, their respective heirs, personal representatives, successors and assigns, in the Leased Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or in the event of any liability on the part of Landlord, their respective heirs, personal representatives, successors and assigns under any of the terms, covenants, conditions and provisions of this lease, such exculpation of personal liability being absolute and without exception whatsoever.

ARTICLE XXI

QUIET ENJOYMENT

Section 21.01. Landlord's Covenant.

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the tenn hereby demised without hindrance or inten-uption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this lease.

ARTICLE XXII

MISCELLANEOUS

Section 22.01. Waiver.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Landlord, unless such a waiver be in writing by Landlord.

Section 22.02. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

Section 22.03. Entire Agreement.

This lease and the Exhibits, and Rider, if any, attached hereto and forming a pait hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration. amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

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Section 22.05. Notices.

All notices required or options granted under this lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered in writing personally, or sent by certified mail with return receipt requested, to Tenant at its office at **2912 Dauphin Island Pkwy Ste G Mobile, Alabama 36605 or any** other address as that may be specified by Tenant in written notice to Landlord, and to Landlord as follows: **SVN Toomey Property Advisors 250 Congress Street, Mobile, Alabama 36602** or such other address as may be specified by Landlord in written notice to Tenant.

Section 22.07. Posting.

During the period of six months prior to the expiration of this lease or any renewal thereof, Landlord shall have the right to display on the exterior of the premises but not in any window or doorway thereof, the customary sign "For Lease' and that during such period Landlord may show the premises and all paits thereof to prospective tenants between the hours of 10:00 A.M. and 5:00 P.M. on any day except Sunday and any legal holiday on which Tenant shall not conduct business.

Section 22.08. Recording.

Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purposes or recordation. Said memorandum or short form of this lease shall describe the parties, the leased premises and the term of this lease and shall incorporate this lease by reference. Tenant shall record this lease or said sho l l form at the request of Landlord and shall pay the cost of recording same.

Section 22.10. Partial invalidity.

If any Section. clause, sentence, word, or provisions of this lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this lease shall not be affected thereby. and each remaining provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

Section 22.12. Taxes on or in Respect of Rentals.

In the event of the enactment, adoption or enforcement by any governmental authority (including the United States, any state and any political or governmental subdivision) or any assessment, user fee, levy or tax, whether sales, use or otherwise, on or in respect of the rentals and charges set forth herein, or on or in respect of the right to lease, use or occupy the Shopping Center and/or the leased premises, Tenant shall pay such assessment, user fee, levy or tax to Landlord; or, at Landlord's option, Tenant shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, user fee, levy or tax is imposed upon or in respect of all of the rentals derived from the Shopping Center, or is imposed on or in respect of the Shopping Center as a whole, or is imposed on or in respect of the right to lease, use or occupy the Shopping Center as a whole, the Tenant shall pay to Landlord its prorata share of such assessment, user fee, levy or tax. Tenant's share shall be determined by using the fraction described in Section 3.07 hereof. Notwithstanding the foregoing, this Section shall not impose upon Tenant the obligation to reimburse Landlord for any income, gift, inheritance, or estate tax as such taxes are now structured and imposed.

Section 22.13. Commission.

Landlord acknowledges that the said SVN Toomey Property Advisors has acted as its Agent in negotiating this lease, and Landlord agrees to pay said Agent, its successors or assigns as consideration for its services, a leasing fee in the amount of Six (6%) percent of the gross rents for the term of the lease. ½ will be paid on execution of the lease the other ½ will be due upon Tenant opening for business. Landlord hereby authorizes said Agent to collect all rentals and other sums due hereunder and to withhold therefrom before remitting to Landlord, the amount of such fees due to said Agent. Nothing herein shall be construed as requiring Tenant to pay any rents or other sums in addition to those required of it in this lease. In the event of any dispute between Landlord and Agent, or if Tenant shall receive

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conflicting instructions concerning the party to whom rental and other sums due shall be paid, then Tenant shall continue to make payments to the said Agent until receiving different instructions in the fonn of a decree from a court of competent jurisdiction.

Section 22.14. Security Deposit.

Landlord and Tenant agree that Tenant will deposit with Landlord the sum of **Nine Hundred and 00/100 ($900.00)** upon execution of the lease, to be held, without interest, as security for the payment of rent and any and all other sums of money for which Tenant shall or may become liable to Landlord under this lease, and for the faithful performance by Tenant of all other covenants and agreements under this lease, said deposit to be returned to Tenant after the termination of this lease, and any renewal hereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Nothing in this Section shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provision of this lease. If Tenant should default with respect to any covenant, duty or obligation of Tenant hereunder, then the deposit, or any part thereof, may be applied by Landlord (but Landlord is not obligated to do so) to the damages sustained by Landlord by reason of any such default or on indebtedness owning by reason of any failure of Tenant to make any required monetary payment hereunder. No such application shall be construed as an agreement to limit the amount of Landlord's claim or as a waiver of any damage or release of any indebtedness. At any time when Landlord has made any such application of all or any portion of the deposit, Landlord shall have the right (but no obligation) at any time thereafter to request that Tenant pay to Landlord a sum equal to the amount so applied by Landlord so that Landlord will always be in possession of a sum equal to the amount of the deposit stated above. Failure to make any such requested remittance within ten (I 0) days following such request by landlord may be treated by Landlord as a failure by Tenant to make a timely payment of rent. In the event of any conveyance or other transfer of the leased premises by Landlord, Landlord's remittance of the deposit (or any remaining portion thereof) to Landlord's transferee shall release and relieve Landlord of any further obligation or liability to Tenant with respect to the Tenant. In the event of the bankruptcy of Tenant (or said transferee) or other debtor-creditor proceedings, the deposit may be applied by Landlord as an off-set against any obligation of Tenant (or said transferee) due and owing hereunder at or prior to the commencement of such proceedings or, at Landlord's election, may be applied against any future claim of Landlord.

Section 22.15. Rider.

INTENTIONALLY DELETED.

Section 22.16. Applicable Law.

The laws of the State wherein the leased premises are located shall govern the validity, performance. and enforcement of this lease.

All terms and conditions of this lease shall ensure to the benefit of, and be binding upon the parties hereto and their successors, heirs, assigns and personal representatives.

Section 22.17. Hazardous Substances.

Tenant shall not commit or suffer to be committed on the leased premises the use, storage, disposal, discharge of any "Hazardous Substances" or "Hazardous Wastes" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of I980 ("CERCLA"), 42 U.S. 9602(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9604 (A) (2), or hazardous wastes as defined in the Resource Conservation and Recovely Act ("RCRA"), 43 U.S.C. Section 6903 (5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, and such hazardous substances or hazardous wastes will not be released or discharged over, beneath, or on the Property, or on or in any structures located on the Property from any source whatsoever by Tenant, its successors or assigns in the Property or any other person, including customers, employees, agents and subtenants of Tenant. Tenant shall, at all times, comply with all federal, state and local laws, ordinances or regulations regarding Hazardous Substances. Tenant shall promptly notify Landlord in writing of (a) any enforcement, clean-up, removal or other regulatory action instituted or threatened at the leased premises relating to Hazardous Substances, (b) any claim made or threatened against Landlord, Tenant or the leased premises relating to damage, cost recovery, compensation, loss or injury resulting from or due to any Hazardous Substances on the leased premises and (c) any repo l 1s made to governmental agencies

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Should Landlord enter into an agreement with others for the redevelopment of Landlord's property requiring the demolition of all or a portion of the building in which the leased premises is located, Landlord shall have the right to cancel this lease by giving Tenant ninety (90) days advance written notice.

Section 2.02. Excuse of Landlord's Performance - Force Majeure.

Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, through Act of God, or any other cause whatever (including failure of Tenant to supply necessary data or instructions) beyond the control of the Landlord, or inability of Landlord to obtain financing satisfactory to Landlord, and the time for performance by Landlord shall be extended by the period of delay resulting from or due to any of said causes.

ARTICLE III

RENTAL AND COMMON AREAS

Section 3.01. Minimum Rental.

Tenant shall pay Landlord as fixed minimum rental for said premises for the whole term hereof the sum of **Twenty-One Thousand Six Hundred and 00/100** Dollars **($21,600.00),** plus the additional rental, all as hereinafter provided. The said fixed rent (herein sometimes called "minimum rent") of **Ten Thousand Eight Hundred and 00/100** Dollars **($10,800.00),** annually, is payable in twelve (12) monthly installments of **Nine Hundred and 00/100** Dollars **($900.00)** in advance on or before the first day of each month, without any prior demand therefor, and without any deduction or set off whatsoever.

Concurrently with the execution of this lease, Tenant shall deposit with Landlord, or Landlord's agent, the amount **$900.00.** Such sum shall be held by Landlord as a security deposit as set forth in Article 22, Section 22.14 for the faithful performance of the terms, covenants, and conditions of this lease. In the event of default hereunder by Tenant, Landlord shall be entitled to such remainder, in addition to any other remedies available to it.

Section 3.02. Late Charges.

The amount of each of the said installments of rental shall be increased by five (5) percent if the same shall remain unpaid five (5) days after the date on which such installment shall be due; and an additional five (5) percent shall be added thereto at the end of each thirty (30) day period during which such installment, or any part thereof, shall remain unpaid. All such charges shall be secured as additional rents under this lease.

Section 3.03. Application of Payments.

In the event charges accrue on Tenant's account that remain unsatisfied after written request from Landlord for payment, Landlord shall have the right to apply any and all payments from Tenant to the most delinquent charge or charges on Tenant's account, with the balance of the payment, if any, applying to the then current month's rent. In the event Tenant's payment fails to bring all charges current, Landlord shall have all rights and remedies lo pursue the necessary payments to bring Tenants account current as set forth in Article 18.

Section 3.07. Property Taxes.

Tenant shall pay its pro rata share of all real property taxes, assessments and user fees hereinafter referred to as taxes, which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the leased premises and the denominator of which shall be the square footage area of the gross leaseable area of the Shopping Center building (whether or not such area is actually leased). If the term of this lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax

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year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this lease.

At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof, shall at Landlord's election be based upon the actual amount of the last taxes, which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph. If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

Initially, Tenant's pro rata share of taxes shall be **Five Hundred Forty-Six and 5/100 ($546.55)** Dollars per year, which shall be **Forty-Five and 54/100 ($45.54)** Dollars per month payable in advance on or before the first day of each month.

Section 3.08. Insurance Premiums.

Tenant shall pay its pro rata share of all premiums for fire insurance, extended coverage insurance, liability insurance, loss of rents insurance, "other perils" insurance, vandalism and malicious mischief (or "all risk") and other insurance carried by Landlord on or with respect to the Shopping Center. Tenant's pro rata share of said insurance premiums shall be determined by multiplying the premiums by the same fraction described in Section 3.07 hereof. At Landlord's election, which may be made and changed from time to time, Tenant's pro rata share shall be paid in full in advance or may be paid in equal monthly installments during the period of time covered by the premiums in the same manner as set forth in Section 3.07.

If there should ever be any additional or extra premium for fire insurance, extended coverage insurance, liability insurance, loss of rental insurance, "other perils" insurance, and other insurance carried by Landlord on or with respect to the Shopping Center, and if the additional or extra premium results from articles which are kept, used, sold or offered for sale by Tenant, or results from any activity which is carried on or conducted by Tenant, then at Landlord's election Tenant shall pay to Landlord the full amount of the additional or extra premium regardless of whether Landlord has given its consent with respect to any particular article or activity. The additional or extra premium shall be paid in the same manner in which Tenant's pro rata share of the other premiums is to be paid and shall be considered additional rental under this agreement.

Initially, Tenant's pro rata share of insurance shall be **Five Hundred Eight Six and 37/100 ($586.37)** Dollars per year, which shall be **Forty-Eight and 86/100 ($48.86)** Dollars per month payable in advance on or before the first day of each month.

Section 3.09. Common Area Maintenance Charge.

Tenant shall pay Landlord, as additional rental, a common area maintenance charge which shall be Tenant's pro rata share of the total cost of operating and maintaining the common area and facilities of the Shopping Center. The amount of Tenant's minimum charge and the amount of Tenant's pro rata share of the aforementioned total cost shall be computed by using the fraction described in Section 3.07 hereof. Initially Tenant's minimum charge shall be **Two Hundred Ninety-Eight and 79/100 ($298.79)** Dollars per year, which shall be **Twenty-Four and 90/100 ($24.90)** Dollars per month.

Tenant shall pay the common area maintenance charge to Landlord in twelve (12) equal monthly installments, which shall be paid in advance on or before the first day of each month.

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The total cost of operating and maintaining the common area and facilities of the Shopping Center shall include. but shall not be limited to, the following: costs and expenses of mall air conditioning and heating. gardening and landscaping, lighting and other utilities. cleaning, painting including exterior walls, stripping, policing, removing garbage and other refuse and trash, removing snow, repairing and maintaining equipment of the Shopping Center. inspecting the equipment of the Shopping Center, renting and providing loudspeaker systems, renting and providing music programs. paving and maintaining the parking area and walkways, cutting and caring for the lawns and garden areas, cleaning ditches and adjacent areas, maintaining drainage and sewer systems, repair and replacement of gutters, and costs and expenses including salaries of furnishing or rendering any of the facilities and or services as provided in Sections 3.09 and 3.10. It is understood that all of the costs and expenses of operating and maintaining the common areas and facilities of the Shopping Center shall be considered in determining Tenant's pro rata share of such total cost, plus a twenty (20%) percent administrative charge, regardless of whether Tenant is directly benefited by any such cost or expense. Landlord shall have the right from time to time, at intervals to be selected by Landlord, to compute and adjust the total cost of operating and maintaining the common areas and facilities of the Shopping Center, and after Tenant is notified in writing of any such computation or adjustment Tenant's pro rata share shall be computed on the basis thereof.

Section 3.10. Date of Possession & Total Monthly Rent

Tenant will be allowed to take possession upon full execution of Lease Agreement, payment of security deposit, and receipt of certificate of insurance. Total monthly rent will then start on April 1, 2026 and will be due and payable according to the terms and conditions of this Lease Agreement including base rent and pro rata share of taxes, insurance, and CAM in the amount of **One Thousand Nineteen and 30/100 ($1,019.30) Dollars.**

Section 3.11. Additional Cleaning Caused by Tenant's Use.

Landlord expects to clean and sweep the common areas one (I) time each week, and, if Landlord deems, in its sole discretion, that Tenant's use of the leased premises is such that it requires Landlord to clean and sweep more than indicated herein, Tenant shall pay such additional cost monthly within ten (10) days after receipt of Landlord's bill for these charges.

Section 3.12. Operation and Maintenance of Common Areas.

Landlord shall at its own expense (subject to the reimbursement provisions set forth in Section 3.09 of this Article) operate and maintain the common areas and common facilities of the areas of the Shopping Center owned by it and/or that it may be required to maintain by agreement. Landlord shall maintain as common areas the parking lots within the areas of the Shopping Center shown upon Exhibit "A" for the non-exclusive use (in common with such others as Landlord may prescribe, including the occupants. employees, and customers of the store or stores upon the areas of the Shopping Center not owned by Landlord) of Tenant, its agents. employees, and customers for vehicle parking; provided, however, that such use shall be subject to the provisions of Section 3.11 of this Article; and provided further, that Landlord may. as it shall from time to time see fit, reduce the parking area (which in this sentence shall be construed to include the pavement area, number of parking spaces, curbs, gutters, parking lot lighting and drainage systems, walls, fences, easements, landscaping. access driveways, footways and other passage-ways) by erecting on said parking area store buildings or other structures or improvements of any kind, including but not limited to, extensions to buildings now shown on said plat. However. Landlord shall at all times maintain the parking ratio for the Shopping Center required by the applicable governing authority.

Section 3.13. Control of Common Area by Landlord.

All parking areas, access roads and facilities which may be furnished by Landlord in or at the Shopping Center, including employee parking areas, truck way or ways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks. malls, courts and ramps, landscaped and planting areas, retaining walls, stairways. bus stops, first aid stations, comfort stations. lighting facilities. signs, music program service any, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control, discretion and management of Landlord, (provided, however, Landlord may delegate, assign, or subcontract its rights and obligations, in whole or in part. under this Section to a tenant or tenants or third parties) and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas

mentioned in this Section as well as change, repair or modify same. Landlord shall have the right to construct or have constructed, and thereafter lease or sublease, a building or buildings on any portion of the parking area of the shopping center, or to lease or to sublease or to sell any portion of the parking area of the shopping center for the construction thereon of a building or buildings, and thereby reducing the number of parking spaces, however the parking ratio shall never be less than that required by the local governing authority. Landlord shall have the right from time to time to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers.

Section 3.14. Payment of Rentals.

All minimum, percentage and additional rentals payable under this lease shall be paid without any prior demand therefor, and without any deduction or set off whatsoever. All rental payments shall be made to **SVN Toomey Property Advisors at 250 Congress Street, Mobile, Alabama 36603**, or at such other place as may be designated by Landlord.

ARTICLE IV

REPORTS, RECORDS AND AUDIT

Section 4: INTENTIONALLY DELETED.

ARTICLE V

CONSTRUCTION, ALTERATION AND RELOCATION

Section 5.01. Landlord's Obligation.

Tenant accepts the leased premises and all components thereto in "as is condition", except Landlord shall replace ceiling tiles.

Section 5.02. Changes and Additions to Buildings.

Landlord hereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Landlord further reserves the right to enter and use the leased premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the leased premises or other buildings in the Shopping Center, provided that Landlord shall not unreasonably interfere with the use of the leased premises by Tenant.

Section 5.03. Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and materialmen, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord or at such earlier time as is necessary to prevent the foreclosure thereof.

ARTICLE VI

USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT

Section 6.01. Use of Premises.

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following: **as a package store** and Tenant agrees to conduct its business in the premises under the name or

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trade name of **Cynthia's Package Store** and under no other name or trade name except such as may be first approved by Landlord in writing. and further that the premises are leased exclusively for said business and commercial purposes.

Section 6.02. Operation of Business.

Tenant shall occupy the premises promptly after the executiont of the original term of this lease. and thereafter continuously during the term of this lease and any renewal or extension thereof. and shall diligentlyconduct in said premises the business permitted under this Section 6.01., using its best efforts at all times to obtain at the premises the highest volume of said permitted business possible. Tenant:

(a) shall open the premises for business on each business day, Monday through Saturday (State, National and Religious holidays excepted), and shall remain open for at least eight (8) hours each said business day;

(b) shall operate throughout the year, and shall not remain closed for business for reasons within its control for any consecutive period exceeding one (1) week, it being understood that closing necessitated by reason of fire, windstorm or other casualty or major remodeling shall not be prohibited hereunder.

Section 6.03. Competition.

So long as this lease shall remain in effect, Tenant shall not, within a radius of three (3) miles of the perimeter of the Shopping Center, either directly or indirectly, own, operate or be financially interested in. either itself or with others, a business like or similar to the business permitted to be conducted under this lease, except for those businesses which Tenant owns, operates or is financially interested in at the time of the execution of this lease; nor shall Tenant violate any exclusive right given by Landlord to any other Tenant of the Shopping Center

Section 6.04. Storage, Office Space.

Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail at. in. from or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Landlord.

Section 6.05. Change of Name.

Tenant agrees not to change the advertised name of the business operated in the leased premises without the written permission of Landlord.

Section 6.06. Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas. Tenant shall not display or offer for sale any goods or merchandise in the common areas without the prior written approval of Landlord, which may be withheld at Landlord's sole discretion.

ARTICLE VII

TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

Section 7.01. Tenant's Responsibilities.

Tenant shall at all times keep the leased premises (including exterior entrances and doors, interior entrances and doors, door checks, walls, ceiling, ceiling tiles, grid and support systems, floors, windows, glass, plate glass, and store front) and all partitions, door fixtures, equipment and appurtenances thereof (including all interior and exterior lighting fixtures powered by Tenant's meter, lighting, heating and plumbing fixtures and systems, sewerage facilities

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PLEASE READ YOUR LEASE

LEASE

THIS INDENTURE OF LEASE, made on this 1st day of March, 2026 by and between **TD&T, LLC,** (herein called "Landlord"), and **Cynthia's Package Store, LLC.** (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter set forth, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises, now or hereafter to be erected in the premises commonly known as **Dauphin Plaza** Shopping Center, (herein called the "Shopping Center"), **2912 Dauphin Island Pkwy Ste G Mobile, AL 36605** which premises consists of a one story building containing an area of approximately **1,200** square feet, hereinafter called the "leased premises". The boundaries and location of the leased premises are outlined in red on the site plan, which is marked Exhibit "A", attached hereto and made a part hereof.

Section 1.02. Use of Additional Areas.

The uses and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this lease shall be for **two (2) years and one (1) month** commencing **March 1, 2026,** and expiring **March 31, 2028.** Tenant's entry upon the premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said commencement date, shall not be deemed an opening for business to the public. **Provided Tenant is not in default beyond any applicable cure period, Tenant shall have the right to terminate the lease after the conclusion of the first lease year. If Tenant does exercise this right to termination, Tenant's cancellation fee shall be $250.00 for each remaining month of the lease term.**

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided (in any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term, as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within thirty (30) days after said ninety (90) day period).

ARTICLE II

CANCELLATION AND EXCUSE OF LANDLORD'S PERFORMANCE

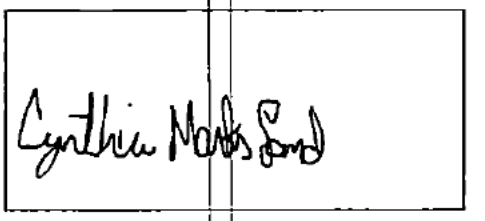
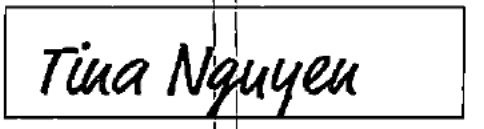
Section 2.01. Cancellation.

Document Ref: QVDFJ-CZWM6-CIHZF-PZNRA

CERTIFICATE *of* SIGNATURE

REF. NUMBER
QVDFJ-CZWM6-CIHZF-PZNRA

DOCUMENT COMPLETED BY ALL PARTIES ON
03 MAR 2026 22:56:58
UTC

SIGNER	TIMESTAMP	SIGNATURE
EMAIL [redacted]	SENT 02 MAR 2026 22:45:57 VIEWED 02 MAR 2026 23:27:42 SIGNED 02 MAR 2026 23:30:07	 IP ADDRESS 146.75.164.26 LOCATION MOBILE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 02 MAR 2026 23:27:42	
TINA NGUYEN EMAIL [redacted]	SENT 02 MAR 2026 22:45:57 VIEWED 03 MAR 2026 22:56:45 SIGNED 03 MAR 2026 22:56:58	 IP ADDRESS 67.177.111.65 LOCATION MOBILE, UNITED STATES
RECIPIENT VERIFICATION	EMAIL VERIFIED 03 MAR 2026 22:56:45	

relating to Hazardous Substances at the leased premises.

Tenant hereby agrees to defend, indemnify and hold Landlord harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, taxes, fines or expenses including reasonable attorney's fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Landlord, as a result of breach of Tenant's covenants, warranties and representations contained in this Lease with regard to "Hazardous Substances" or "Hazardous Wastes". This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorney's fees, under CERCLA, under RCRA, or under RRMA. This indemnity is in addition to and is not to be lease. Provided, however, Tenant shall not be responsible for any losses, damages or claims associated with preexisting "Hazardous Substances" or "Hazardous Wastes" located on the Leased Premises.

****

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the day and year first above written.

LANDLORD:
TD&T, LLC ~~TDC, LLC~~ TN CML Cynthia Marks Land
Tinanguyen

BY: Tina Nguyen

DATE: 2026-03-03

TENANT:

CYNTHIA'S PACKAGE STORE, LLC

BY: Cynthia Marks Land
Cynthia Marks Land

DATE: 2026-03-02

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 2-25-26 ~~4-1-26~~	☐ 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)
Cynthia's Package Store	

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
2912 C DLP	Mobile	AL	36605

Business Contact Person Information

Name	Title	Phone	Email
Cynthia Marks	owner	[redacted]	[redacted]

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1200	3+	3	✓	B-2	✓

Comments

EXISTING RETAIL UNIT IN SHOPPING CENTER

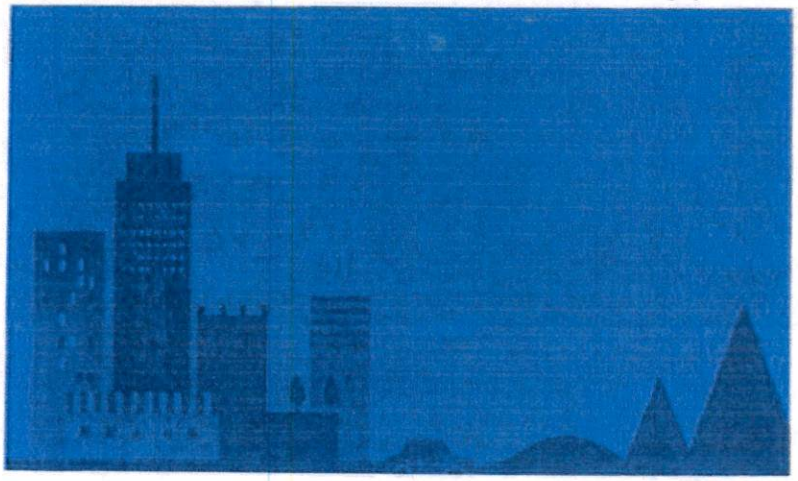
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	3-23-2026


COVID-19 Drive-Thru
Testing at Walgreens
Walgreens Carries
Your Lenses
FedEx OnSite
FedEx One
Rate Pricing
Nails By Ivy
Dauphin Island Pkwy
163
163
Google Maps

Google Maps 2912 Dauphin Island Pkwy



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 20 ft



2912 Dauphin Island Pkwy

Directions Save Nearby Send to phone Share

2912 Dauphin Island Pkwy, Mobile, AL 36605

Directory

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169716-2026
Issue Date: 03/13/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023206400002010.	2912 Dauphin Island Pkwy G	G

Business Name	Issued To	Zoning Districts
CYNTHIA'S PACKAGE STORE	Name: CYNTHIA MARKS Company: CYNTHIA'S PACKAGE STORE Address: 2912 Dauphin Island Pkwy G MOBILE, AL 36605 Phone: (251) 454-8284	B-2

This Zoning Classification Allows the property to be used for:

LIQUOR STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **4720 OXFORD DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4720 OXFORD DRIVE** described as:

LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB MBK 3 PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001

Parcel Number: 28 01 11 2 001 047

Last Assessed to: DRAGO CHRISTOPHER F &

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 23, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 31, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4720 Oxford Drive.** OWNED BY OR MAY HAVE AN INTEREST**: DRAGO CHRISTOPHER F &** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 01 11 2 001 047
COUNCIL DISTRICT 7 – Gina Gregory
LEGAL DESCRIPTION: LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB MBK 3 PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001

GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

4720 OXFORD DRIVE

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08/12/2025	Comments	

Property Score			
Score	78	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-8-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/16/2026

Property Address: 4720 Oxford Drive **District No:** 7

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


MAR 23 2026 07:15

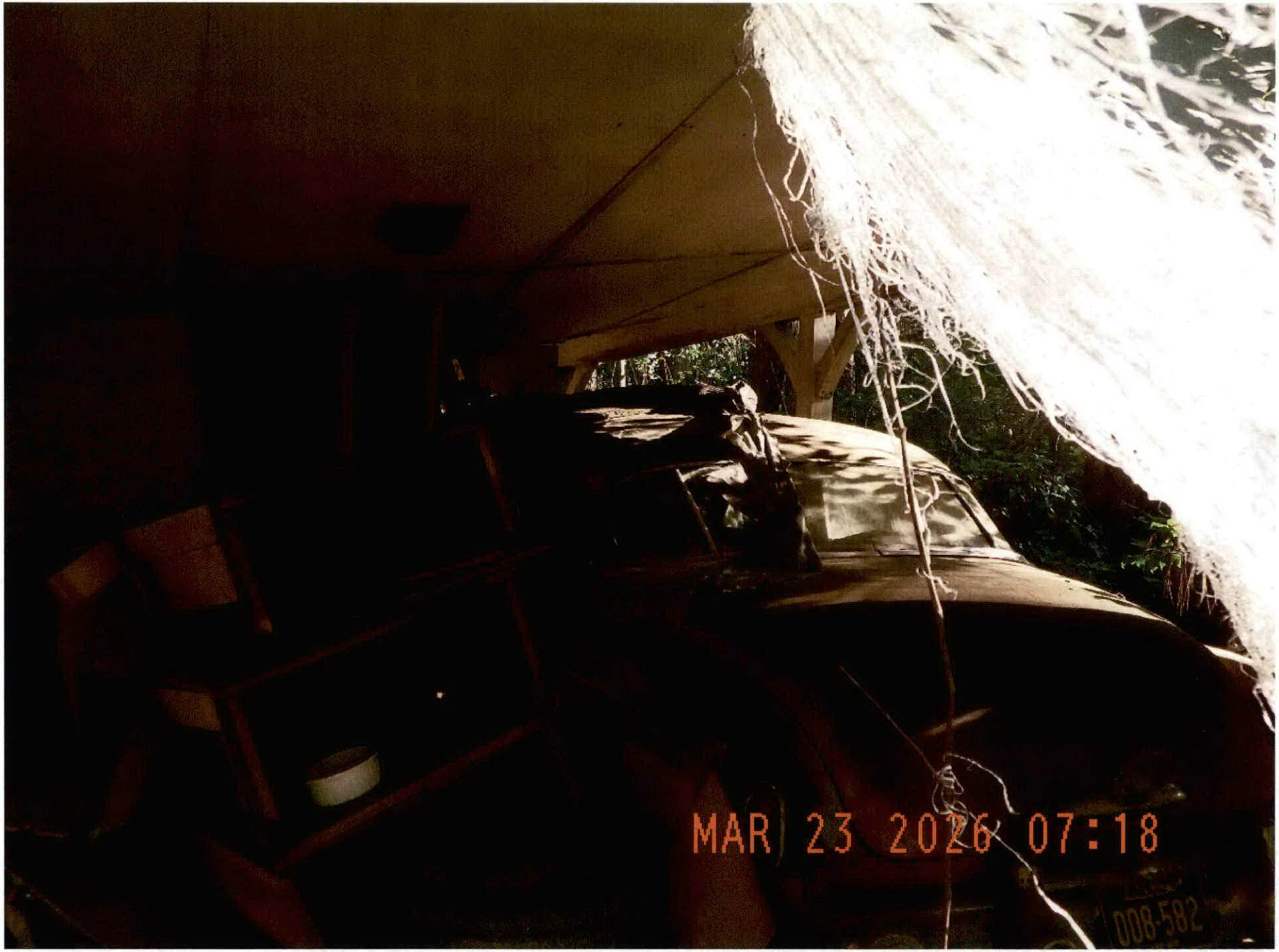

MAR 23 2026 07:16


MAR 23 2026 07:17


MAR 23 2026 07:17


MAR 23 2026 07:18


MAR 23 2026 07:18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Affidavit of Mailed Notice

March 23, 2026

State of Alabama
County of Mobile

Subject Property – 4720 Oxford Drive.

My name and official title Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

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

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Joseph A. Drago
Matthew Anthony Drago
4720 Oxford Drive
Mobile AL 36618-2017

January 30, 2026

RE: 4720 Oxford Drive
Project Number: ME-052-25

Dear Joseph A. Drago, Matthew Anthony Drago:

On January 16, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4720 Oxford Drive.

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

LOT 4 BLK 1 RESUB OF LOTS 25 26 27 28 FOREST HILL SUB MBK 3 PGS 483 & 484 #SEC 11 T4S R2W #MP28 01 11 2 001

Parcel Number: 28 01 11 2 001 047

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

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **March 23, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 23, 2026,** provide the Code Official with a work plan to accomplish the repairs by **March 23, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 23, 2026,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on March 31, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4720 Oxford Drive Date: September 24, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 22, 2025

Per the Title Report, the owner is: Christopher F. Drago and Joseph A. Drago

Notes: Christopher F. Drago is deceased as of 1/12/2018. Joseph A. Drago is living but is 82 years old. Joseph A. Drago has a son named Matthew Anthony Drago.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Joseph A. Drago Matthew Anthony Drago 4720 Oxford Dr Mobile AL 36618-2017	Owner is Joseph A. Drago. Matthew is son due to owners age of 82. Phone numbers are 415-883-3825, 415-312-6290, 505-681-0600
2	Joseph A. Drago Matthew Anthony Drago 197 Montego Key Novato CA 94949-5353	LexisNexis address good 8/2025 – Revenue Commission mailing address good 2018 - 2026
3	Joseph A. Drago Matthew Anthony Drago 1071 Dossey Oaks Ln Lakeland FL 33811-1845	LexisNexis address for son good 4/2025
4	Joseph A. Drago Matthew Anthony Drago 8256 Sulston St Orlando FL 32827-7417	Lexisnexis address good 8/2025

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to **The Fuse Project**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Fuse Project**,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***The Fuse Project*** will be used to *assist with the upcoming Light the Fuse event on Thursday, March 26, 2026 at 6:00 p.m.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$1,000.00** to **The Fuse Project**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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:	Specialty Retailer of Consumable Hemp Products License
Submitted by:	Holistic Health LLC
Location:	Healthy Harvest CBD 3656 Government Blvd., Suite G Mobile, AL 36693

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 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)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
HOLISTIC HEALTH LLC

Trade Name (DBA)
HEALTHY HARVEST CBD

Location Address
3656 GOVERNMENT BLVD STE G

City, State, Zip Code
MOBILE AL 36693

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
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DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Location Address
3656 GOVERNMENT BLVD STE G

City, State, Zip Code
MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT	

Business Information

Legal Business Name	Trade Name (DBA)
HOLISTIC HEALTH LLC	HEALTHY HARVEST CBD

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/26/2020	789-483	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
85-3585543	RO1081456	(251) 423-8619	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
3656 GOVERNMENT BLVD STE G	MOBILE	AL	36693

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3656 GOVERNMENT BLVD STE G	MOBILE	AL	36693

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	HEMP CBD	N/A

Contact Person Information

Name	Title	POA	Phone	Email
OCEAN JONES	MEMBER		[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
STRTAS PROPERTIES LLC /CHRIS STRATAS	[redacted]	[redacted]

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
	MOBILE	AL	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,900	0	YES	NO	SHOPPING CENTER	OTHER

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 OS

City of Mobile ABC Licensing & Compliance 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)	
JONES OCEAN	MEMBER	[redacted]	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]	MOBILE	AL	[redacted]
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]	MOBILE AL	[redacted]	[redacted]

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)	
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 OJ

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:

HOLISTIC HEALTH LLC

dba HEALTHY HARVEST CBD

has made application to the City Council of the City of Mobile for a

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

3656 GOVERNMENT BLVD STE G , 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 March 31, 2026 for application number 2026 - 5776

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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
Ocean Jones	3/20/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
3/20/26 CEJ	Owner

Sworn to and subscribed before me this 20th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 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 and/or consumable hemp product(s) 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

HOLISTIC HEALTH LLC

Trade Name (DBA)

HEALTHY HARVEST CBD

Location Address

3656 GOVERNMENT BLVD STE G

City, State, Zip Code

MOBILE AL 36693

Contact Person Information

Name	Title	POA	Phone	Email
OCEAN JONES	MEMBER		[redacted]	[redacted]

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

HOLISTIC HEALTH LLC

Trade Name (DBA)

HEALTHY HARVEST CBD

Location Address

3656 GOVERNMENT BLVD STE

Zip Code

36693

Application Number

2026 - 5776

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

Trade Name: HEALTHY HARVEST CBD **Filing Fee:** $50.00

Applicant: HOLISTIC HEALTH LLC **Transfer Fee:**

Location Address: 3656 GOVERNMENT BLVD STE G MOBILE, AL 36693

Mailing Address: 3656 GOVERNMENT BLVD STE G MOBILE, AL 36693

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 789 483

Do you sell Draft Beer?:

Date Incorporated: 10/26/2020 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/26/2020

Federal Tax ID: 85-3585543 **Alabama State Sales Tax ID:** R010841456

Name:	Title:	Date and Place of Birth:	Residence Address:
OCEAN AUBURN LYNNE JONES [redacted]	MEMBER	[redacted] MOBILE AL	[redacted] MOBILE, AL 36695

Has applicant complied with financial responsibility ABC RR 20-X-5-.14?

Does ABC have any actions pending against the current licensee?

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?

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

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

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

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?

Contact Person: OCEAN JONES
Business Phone: 251-423-8619
Fax:

Home Phone: [redacted]
Cell Phone: [redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: STRATAS PROPERTIES LLC 702-283-4037

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business?

Is there any further interest, or connection with, the licensee's business by the lessor?

Does the premise have a fully equipped kitchen?

Is the business used to habitually and principally provide food to the public?

Does the establishment have restroom facilities?

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages?

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2900 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

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:
OCEAN AUBURN LYNN JONES	03/16/2016 POSSESSION OF DRUG PARAPHERNALIA	FOLEY POLICE DAPARTMENT	CONVICTED PAID $500.00
OCEAN AUBURN LYNN JONES	RESISTING ARREST PUBLIX INTOXICATION 9/4/2013	DAUPHIN ISLAND POLICE	CALLED DI POLICE AND THEY HAVE NO RECORDS THAT FAR BACK.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

Signature page

Initial each	
OS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
OS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
OS	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
OS	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.
OS	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.
OS	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): Ocean Jones

Signature of Applicant: [signature]

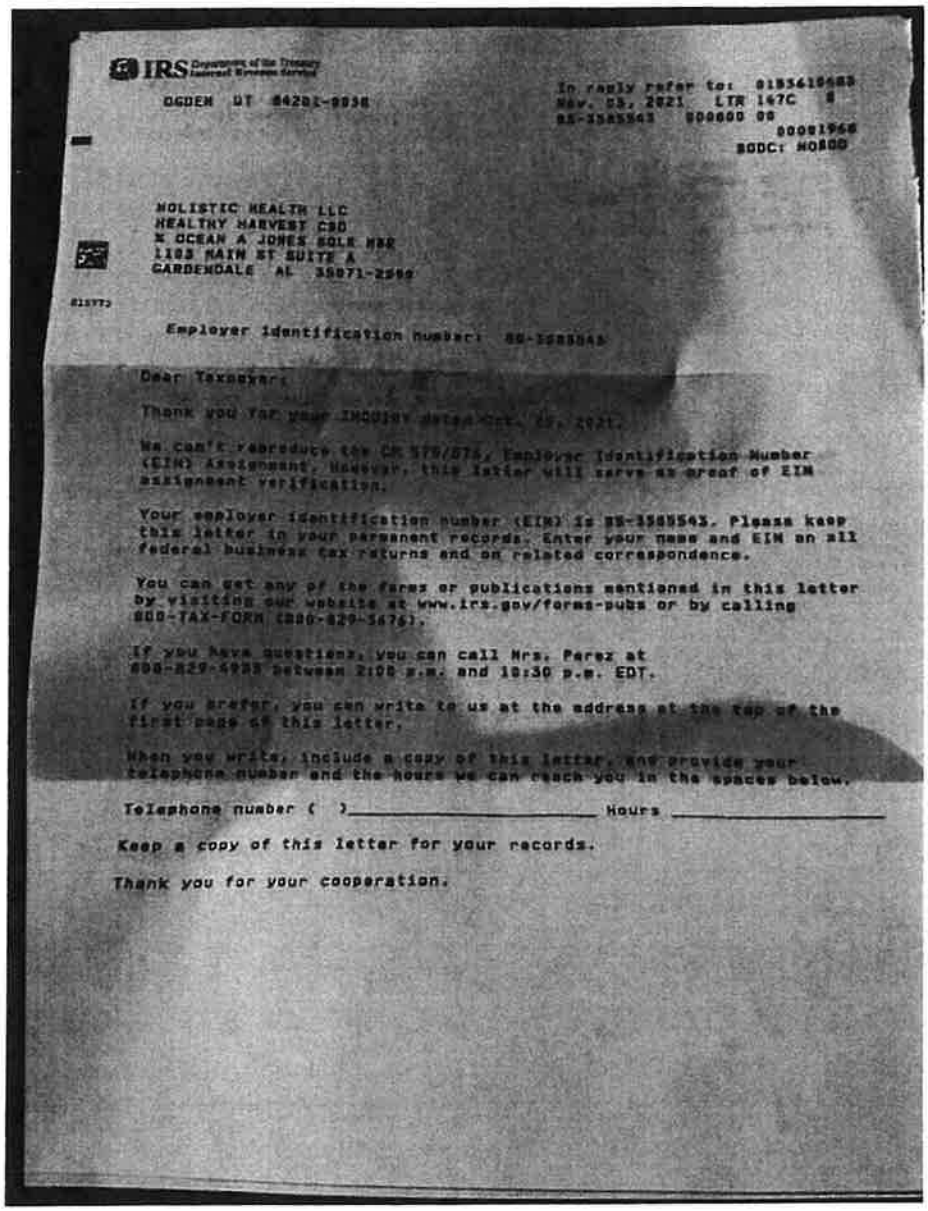
Notary Name (print): Nadia Trotter

Notary Signature: Nadia Trotter

Commission expires: 10/29/2029

NADIA TROTTER NOTARY PUBLIC ALABAMA STATE AT LARGE

Application Taken:
Submitted to Local Government:
Received in District Office:
App. Inv. Completed:
Reviewed by Supervisor:
Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0185418683
Nov. 03, 2021 LTR 147C 0
85-1585543 000000 00
00001968
SODC: HOSOD

HOLISTIC HEALTH LLC
HEALTHY HARVEST CBD
% OCEAN A JONES SOLE MBR
1103 MAIN ST SUITE A
CARDENDALE AL 35071-2569

015772

Employer Identification Number: 85-1585543

Dear Taxpayer:

Thank you for your INQUIRY dated Oct. 29, 2021.

We can't reproduce the CP 575/575A, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 85-1585543. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call Mrs. Perez at 800-829-4933 between 2:00 p.m. and 10:30 p.m. EDT.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

List of Current Member

The following individual is the only member of: Holistic Health LLC

NAME: Ocean Jones TITLE: Owner

Ocean Jones
PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

7-29-25
DATE

County Division Coce: AL040
Inst. # 2020118751 Pages: 1 of 3
I certify this instrument filed on
10/19/2020 10:03 AM Doc. INC
Judge of Probate
Jefferson County, AL Rec $63.00

Clerk NICOLE

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the 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.**

(For County Probate Office Use Only)

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):
   Holistic Health 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)
Ocean Jones
131 mimosa st
Birmingham, AL, 35214

RECEIVED DATE
OCT 26 2020
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
789-843 DLL
Date 10/26/2020
Time 17:00
201027 4 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

02/001

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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
☑ Leased	Ocean / Healthy Harvest CBD

The above described property is ☐ Owned ☑ Leased to/by Ocean Jones / Healthy Harvest CBD

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 11th day of March 20 26

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Nadia Trotter	Nadia Trotter	10/29/2029

Notary Stamp

NADIA TROTTER NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
~~Ocean Jones~~ Chris Stratas	Ocean Jones
Owner of Property (Signature)	**Applicant Name (Signature)**
Chris Stratas	Ocean Jones
Street Address	**Street Address**
3656 Government Blvd, G	3656 Government Blvd, G
City, State, Zip	**City, State, Zip**
Mobile, AL, 36693	3-10-26
Date Agreement Signed	**Date Agreement Signed**
3-10-26	3-10-26

LEASE

This Lease ("Lease") is entered ~~into~~ on this the ___ day of October 2022 by and between Stratas Properties, LLC. located at 10 Upham St., Unit B, Mobile, AL 36607 ("Landlord" or "Lessor") and Holistic Health, LLC located at 401 Brookwood Cir., Gardendale, AL 35071 ("Tenant" or "Lessee").

1. **Description of Leased Premises.** The premises leased by Landlord to Tenant is 2,944 square feet of commercial property located at 3656 Government Blvd., Mobile, AL 36693 ("Premises").

2. **Term.** The term of this Lease shall begin on possession and shall continue until 5:00 p.m. Sixty (60) Months following rent start date as detailed in Section 5 below.

3. **Tenant's Business.** Tenant shall use the Premises for a Delta 8 THC/CBD Dispensary selling CBD and Delta 8 products in a retail capacity in a first-class manner and for no other purpose. Tenant expressly understands its offerings cannot be classed as a head shop, which is generally described as a retail outlet specializing in paraphernalia used for consumption of cannabis and tobacco and items related to cannabis culture and related countercultures.

4. **Condition of Premises.** Tenant accepted the Premises "as-is, where-is." Tenant and Landlord agree that the rent is commiserate with the condition of the Premises and any improvements provided by the Tenant. The Tenant is not entitled to any credit for any improvements, and the Tenant agrees that any improvements (except removable trade fixtures) become part of the Premises and are owned by the Landlord. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Landlord has made no representation or promises with respect to said building or the Premises unless expressly set forth herein.

5. **Rent.** The entire rent for the Premises for the entire term described herein is One Hundred Twenty-Five Thousand Eight Hundred Fifty-Six and no/100's Dollars ($125,856.00). The rent shall be paid, in advance without notice or demand, in Thirty-Six (36) equal monthly installments of Two Thousand Twenty-Four and no/100's Dollars ($2,024.00) years 1-3; Twenty-Four (24) equal monthly installments of Two Thousand Two Hundred and Eight and no/100's Dollars ($2,208.00) years 4-5, which shall be due on the first day of each month, beginning on the date that is Thirty (30) days following signature of lease, which is on or about October 21, 2022 **or** the date tenant opens for business whichever occurs first. **Rent shall be considered late if it is not received by the Landlord on or before the due date; postmarks do not qualify.** All rent is payable to the Landlord at 10 Upham St., Unit B, Mobile, AL 36607, or at any such other address as the Landlord may designate from time to time.

6. **Security Deposit.** Tenant has deposited with Landlord the sum of Two Thousand Five Hundred and no/100's Dollars ($2,500.00) as security for the performance of all of Tenant's obligations under this Lease. The Security Deposit, which is non-interest bearing, is to be held by the Landlord. In the event of any violation of the terms of this Lease by Tenant, the Landlord will retain the Security Deposit as damages, and not as payment of any rent remaining due and unpaid. At the expiration of the term of this Lease, the security deposit shall be returned to the

Bond No. SU 7122881-0000

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we,
Healthy Harvest CBD,
as Principal, and Arch Insurance Company a corporation or other business entity organized under the laws of the State of Missouri and having its principal office at Harborside 3, 210 Hudson Street, Suite 300, Jersey City NJ 07311 as Surety, are held and firmly bound unto Alabama Alcoholic Beverage Control Board and the State of Alabama, in the penal sum of ($25,000) Dollars, lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors and assigns, firmly by these presents to the following obligation.

SIGNED, SEALED, and DATED this 1st day of January, 2026.

WHEREAS the aforesaid Principal has been granted a privilege license with conditions that provide that certain taxes shall be collected and remitted to the ABC Board as required by Title 28, of the *Code of Alabama, 1975, as amended,* and Principal shall faithfully discharge said duties of collection and payment according to law.

PROVIDED: That the liability of the Surety shall in no event exceed the penalty of this Bond.

FURTHER PROVIDED: This Surety Bond shall continue in force and effect so long as Principal is a licensee of the ABC Board with the obligations set forth herein to collect and pay taxes. Further provided Surety may terminate this Surety Bond for good cause, but only after ninety (90) days written notice to the ABC Board.

NO FURTHER CONDITIONS.

Surety represents that it Is authorized to transact business in the State of Alabama

Healthy Harvest CBD
Principal

By:_____

Its:_____

For purpose of Notice:
Alabama ABC Board
Attn: Audit Division
2715 Gunter Park Drive West
Montgomery, AL 36109

Arch Insurance Company
Surety

By:_____
Christopher Kolger Attorney in Fact

(See attached Power of Attorney)



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169708-2026
Issue Date: 03/13/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807390004012.	3656 Government Blvd G	G

Business Name	Issued To	Zoning Districts
HEALTHY HARVEST CBD	Name: OCEAN JONES Company: HEALTHY HARVEST CBD Address: 3656 Government Blvd G MOBILE, AL 36693 Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
CBD STORE CONSUMABLE HEMP

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

We the People
of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.
SIGNATURE OF BEARER / SIGNATURE

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

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:	Specialty Retailer of Consumable Hemp Products License
Submitted by:	Holistic Health LLC
Location:	Healthy Harvest CBD 3656 Government Blvd., Suite G Mobile, AL 36693

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 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)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
HOLISTIC HEALTH LLC

Trade Name (DBA)
HEALTHY HARVEST CBD

Location Address
3656 GOVERNMENT BLVD STE G

City, State, Zip Code
MOBILE AL 36693

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
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
HOLISTIC HEALTH LLC

Trade Name (DBA)
HEALTHY HARVEST CBD

Location Address
3656 GOVERNMENT BLVD STE G

City, State, Zip Code
MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT	

Business Information

Legal Business Name	Trade Name (DBA)
HOLISTIC HEALTH LLC	HEALTHY HARVEST CBD

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/26/2020	789-483	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
85-3585543	RO1081456	(251) 423-8619	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
3656 GOVERNMENT BLVD STE G	MOBILE	AL	36693

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3656 GOVERNMENT BLVD STE G	MOBILE	AL	36693

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	HEMP CBD	N/A

Contact Person Information

Name	Title	POA	Phone	Email
OCEAN JONES	MEMBER		(251) 423-8619	OCEANJONES0927@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
STRTAS PROPERTIES LLC /CHRIS STRATAS	(702) 283-4037	CHRISSTRATAS@GMAIL.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
	MOBILE	AL	

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,900	0	YES	NO	SHOPPING CENTER	OTHER

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 OS

City of Mobile ABC Licensing & Compliance 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)	
JONES OCEAN	MEMBER	AL 8413392	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
6409 SUGAR CREEK DR S	MOBILE	AL	36695
Date of Birth / **Place of Birth (City, State, Nation)**		**Social Security Number**	**Mobile/Phone Number**
09/27/1994	MOBILE AL	419-43-7525	(251) 423-8619

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)	
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 OS

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:

HOLISTIC HEALTH LLC

dba HEALTHY HARVEST CBD

has made application to the City Council of the City of Mobile for a

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

3656 GOVERNMENT BLVD STE G , 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 March 31, 2026 for application number 2026 - 5776

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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.

OS — 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
Ocean Jones	3/20/26
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
3/20/26	Owner

Sworn to and subscribed before me this 20th day of March 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5776	118523	4	March 31, 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 and/or consumable hemp product(s) 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

HOLISTIC HEALTH LLC

Trade Name (DBA)

HEALTHY HARVEST CBD

Location Address

3656 GOVERNMENT BLVD STE G

City, State, Zip Code

MOBILE AL 36693

Contact Person Information

Name	Title	POA	Phone	Email
OCEAN JONES	MEMBER		(251) 423-8619	OCEANJONES0927@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn Harris

Revenue Department Representative

Letter to City Council

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

HOLISTIC HEALTH LLC

Trade Name (DBA)

HEALTHY HARVEST CBD

Location Address

3656 GOVERNMENT BLVD STE

Zip Code

36693

Application Number

2026 - 5776

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

Trade Name: HEALTHY HARVEST CBD **Filing Fee:** $50.00

Applicant: HOLISTIC HEALTH LLC **Transfer Fee:**

Location Address: 3656 GOVERNMENT BLVD STE G MOBILE, AL 36693

Mailing Address: 3656 GOVERNMENT BLVD STE G MOBILE, AL 36693

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 789 483

Do you sell Draft Beer?:

Date Incorporated: 10/26/2020 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/26/2020

Federal Tax ID: 85-3585543 **Alabama State Sales Tax ID:** R010841456

Name:	Title:	Date and Place of Birth:	Residence Address:
OCEAN AUBURN LYNNE JONES 8413392 - AL	MEMBER	09/27/1994 MOBILE AL	6409 SUGAR CREEK DR S MOBILE, AL 36695

Has applicant complied with financial responsibility ABC RR 20-X-5-.14?

Does ABC have any actions pending against the current licensee?

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?

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

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

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

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?

Contact Person: OCEAN JONES
Business Phone: 251-423-8619
Fax:

Home Phone: 251-423-8619
Cell Phone: 251-423-8619
E-mail: OCEANJONES0927@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: STRATAS PROPERTIES LLC 702-283-4037

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business?

Is there any further interest, or connection with, the licensee's business by the lessor?

Does the premise have a fully equipped kitchen?

Is the business used to habitually and principally provide food to the public?

Does the establishment have restroom facilities?

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages?

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2900

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

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:
OCEAN AUBURN LYNN JONES	03/16/2016 POSSESSION OF DRUG PARAPHERNALIA	FOLEY POLICE DAPARTMENT	CONVICTED PAID $500.00
OCEAN AUBURN LYNN JONES	RESISTING ARREST PUBLIX INTOXICATION 9/4/2013	DAUPHIN ISLAND POLICE	CALLED DI POLICE AND THEY HAVE NO RECORDS THAT FAR BACK.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION

Confirmation Number: 20260109114118785

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260109114118785

Signature page

Initial each	
OS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
OS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
OS	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
OS	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.
OS	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.
OS	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): Ocean Jones

Signature of Applicant: Ocean Jones

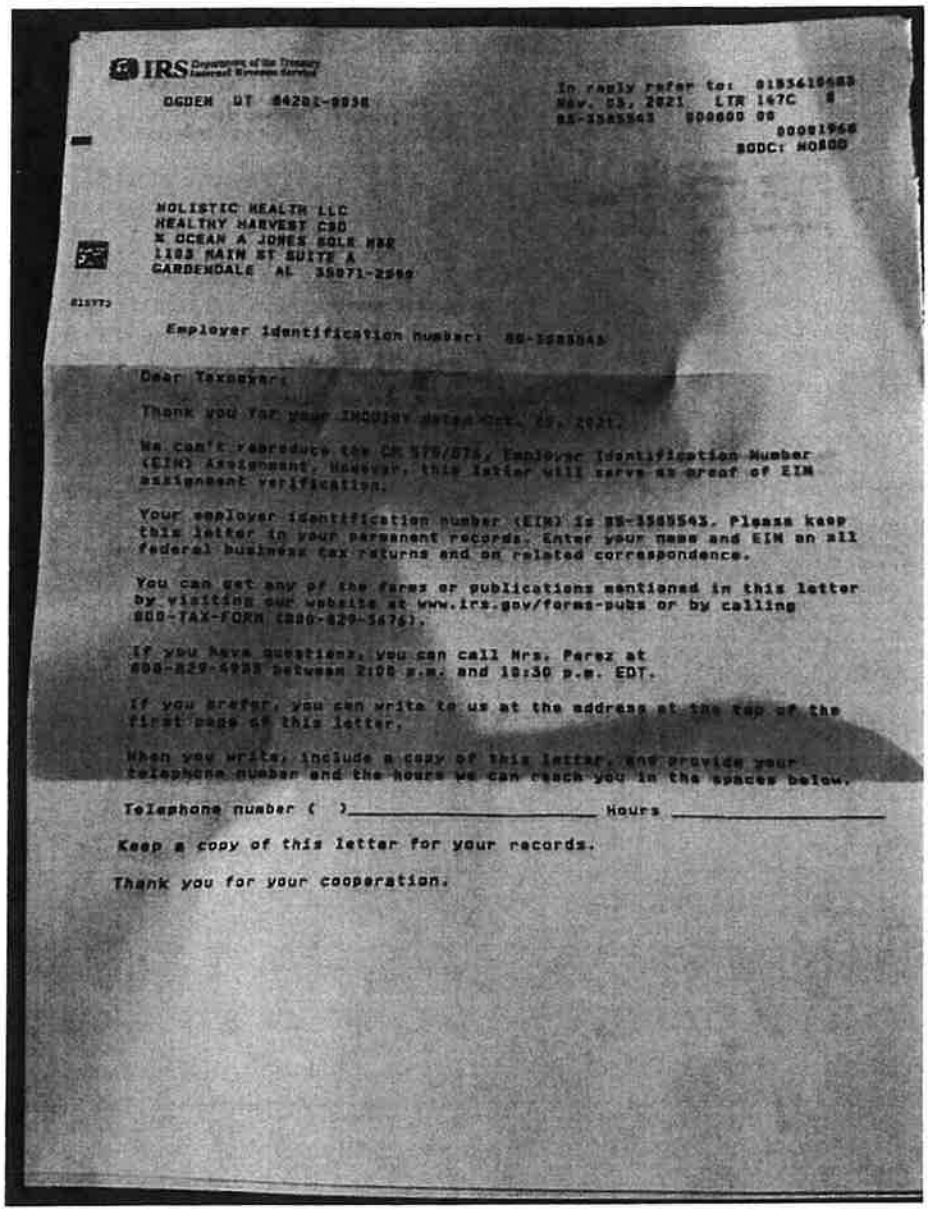
Notary Name (print): Nadia Trotter

Notary Signature: Nadia Trotter

Commission expires: 10/29/2029

NADIA TROTTER NOTARY PUBLIC ALABAMA STATE AT LARGE

Application Taken:
Submitted to Local Government:
Received in District Office:
App. Inv. Completed:
Reviewed by Supervisor:
Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



IRS Department of the Treasury Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0185418683
Nov. 03, 2021 LTR 147C 0
85-1585543 000000 00
00001968
SODC: NOSOD

HOLISTIC HEALTH LLC
HEALTHY HARVEST CBD
% OCEAN A JONES SOLE MBR
1103 MAIN ST SUITE A
CARDENDALE AL 35071-2599

Employer Identification Number: 85-1585543

Dear Taxpayer:

Thank you for your INQUIRY dated Oct. 29, 2021.

We can't reproduce the CP 575/575A, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 85-1585543. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call Mrs. Perez at 800-829-4933 between 2:00 p.m. and 10:30 p.m. EDT.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

List of Current Member

The following individual is the only member of: Holistic Health LLC

NAME: Ocean Jones TITLE: Owner

Ocean Jones
PRINTED NAME OF MEMBER

SIGNATURE OF MEMBER

7-29-25
DATE

County Division Coce: AL040
Inst. # 2020118751 Pages: 1 of 3
I certify this instrument filed on
10/19/2020 10:03 AM Doc. INC
Judge of Probate
Jefferson County, AL Rec $63.00

Clerk: NICOLE

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the 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.**

(For County Probate Office Use Only)

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):
   Holistic Health 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)
Ocean Jones
131 mimosa st
Birmingham, AL, 35214

RECEIVED DATE
OCT 26 2020
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
789-843 DLL
Date 10/26/2020
Time 17:00
201027 4 Pg

File	$100.00
Ackn	$.00
Exp	$.00
Total	$100.00

02/001

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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 Ocean Jones / Healthy Harvest CBD

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 11th day of March 20 26

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Nadia Trotter	Nadia Trotter	10/29/2029

Notary Stamp

NADIA TROTTER NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
~~Ocean Jones~~ Chris Stratas	Ocean Jones
Owner of Property (Signature)	**Applicant Name (Signature)**
~~Ocean Jones~~ Chris Stratas	Ocean Jones
Street Address	**Street Address**
3656 Government Blvd, G	3656 Government Blvd, G
City, State, Zip	**City, State, Zip**
Mobile, AL, 36693	3-10-26
Date Agreement Signed	**Date Agreement Signed**
3-10-26	3-10-26

LEASE

This Lease ("Lease") is entered ~~into~~ on this the ___ day of October 2022 by and between Stratas Properties, LLC. located at 10 Upham St., Unit B, Mobile, AL 36607 ("Landlord" or "Lessor") and Holistic Health, LLC located at 401 Brookwood Cir., Gardendale, AL 35071 ("Tenant" or "Lessee").

1. **Description of Leased Premises.** The premises leased by Landlord to Tenant is 2,944 square feet of commercial property located at 3656 Government Blvd., Mobile, AL 36693 ("Premises").

2. **Term.** The term of this Lease shall begin on possession and shall continue until 5:00 p.m. Sixty (60) Months following rent start date as detailed in Section 5 below.

3. **Tenant's Business.** Tenant shall use the Premises for a Delta 8 THC/CBD Dispensary selling CBD and Delta 8 products in a retail capacity in a first-class manner and for no other purpose. Tenant expressly understands its offerings cannot be classed as a head shop, which is generally described as a retail outlet specializing in paraphernalia used for consumption of cannabis and tobacco and items related to cannabis culture and related countercultures.

4. **Condition of Premises.** Tenant accepted the Premises "as-is, where-is." Tenant and Landlord agree that the rent is commiserate with the condition of the Premises and any improvements provided by the Tenant. The Tenant is not entitled to any credit for any improvements, and the Tenant agrees that any improvements (except removable trade fixtures) become part of the Premises and are owned by the Landlord. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Landlord has made no representation or promises with respect to said building or the Premises unless expressly set forth herein.

5. **Rent.** The entire rent for the Premises for the entire term described herein is One Hundred Twenty-Five Thousand Eight Hundred Fifty-Six and no/100's Dollars ($125,856.00). The rent shall be paid, in advance without notice or demand, in Thirty-Six (36) equal monthly installments of Two Thousand Twenty-Four and no/100's Dollars ($2,024.00) years 1-3; Twenty-Four (24) equal monthly installments of Two Thousand Two Hundred and Eight and no/100's Dollars ($2,208.00) years 4-5, which shall be due on the first day of each month, beginning on the date that is Thirty (30) days following signature of lease, which is on or about October 21, 2022 **or** the date tenant opens for business whichever occurs first. **Rent shall be considered late if it is not received by the Landlord on or before the due date; postmarks do not qualify.** All rent is payable to the Landlord at 10 Upham St., Unit B, Mobile, AL 36607, or at any such other address as the Landlord may designate from time to time.

6. **Security Deposit.** Tenant has deposited with Landlord the sum of Two Thousand Five Hundred and no/100's Dollars ($2,500.00) as security for the performance of all of Tenant's obligations under this Lease. The Security Deposit, which is non-interest bearing, is to be held by the Landlord. In the event of any violation of the terms of this Lease by Tenant, the Landlord will retain the Security Deposit as damages, and not as payment of any rent remaining due and unpaid. At the expiration of the term of this Lease, the security deposit shall be returned to the

Bond No. SU 7122881-0000

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS

That we,
Healthy Harvest CBD,
as Principal, and Arch Insurance Company a corporation or other business entity organized under the laws of the State of Missouri and having its principal office at Harborside 3, 210 Hudson Street, Suite 300, Jersey City NJ 07311 as Surety, are held and firmly bound unto Alabama Alcoholic Beverage Control Board and the State of Alabama, in the penal sum of ($25,000) Dollars, lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors and assigns, firmly by these presents to the following obligation.

SIGNED, SEALED, and DATED this 1st day of January, 2026.

WHEREAS the aforesaid Principal has been granted a privilege license with conditions that provide that certain taxes shall be collected and remitted to the ABC Board as required by Title 28, of the *Code of Alabama, 1975, as amended,* and Principal shall faithfully discharge said duties of collection and payment according to law.

PROVIDED: That the liability of the Surety shall in no event exceed the penalty of this Bond.

FURTHER PROVIDED: This Surety Bond shall continue in force and effect so long as Principal is a licensee of the ABC Board with the obligations set forth herein to collect and pay taxes. Further provided Surety may terminate this Surety Bond for good cause, but only after ninety (90) days written notice to the ABC Board.

NO FURTHER CONDITIONS.

Surety represents that it Is authorized to transact business in the State of Alabama

Healthy Harvest CBD
Principal

By:_____

Its:_____

For purpose of Notice:
Alabama ABC Board
Attn: Audit Division
2715 Gunter Park Drive West
Montgomery, AL 36109

Arch Insurance Company
Surety

By:_____
Christopher Kolger Attorney in Fact

(See attached Power of Attorney)

DRIVER LICENSE

ALABAMA



NO. 8413392 CLASS D

D.O.B. 09-27-1994 EXP 04-09-2026

OCEAN AUBURN
LYNNE JONES
4012 SEDGEWICK CT
MOBILE AL 36693-2904

ENDORSEMENTS REST

ISS 04-09-2022 SEX M HT 5-10 EYES GRN
WT 160 HAIR BRO

Secretary Hal Taylor
Secretary of Law Enforcement

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169708-2026
Issue Date: 03/13/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807390004012.	3656 Government Blvd G	G

Business Name	Issued To	Zoning Districts
HEALTHY HARVEST CBD	Name: OCEAN JONES Company: HEALTHY HARVEST CBD Address: 3656 Government Blvd G MOBILE, AL 36693 Phone: (251) 423-8819	B-3

This Zoning Classification Allows the property to be used for:

CBD STORE CONSUMABLE HEMP

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


We the People
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
USA
UNITED STATES OF AMERICA
Type / Type / Tipo
P
Code / Code / Código
USA
Passport No / No de Passeport / No de Pasaporte
679099560
Surname / Nom / Apellidos
JONES
Given Names / Prénoms / Nombres
OCEAN AUBURN LYNNE
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
27 Sep 1994
Place of birth / Lieu de naissance / Lugar de nacimiento
ALABAMA, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición
09 May 2022
Date of expiration / Date d'expiration / Fecha de caducidad
08 May 2032
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27
Sex / Sexe / Sexo
M
Authority / Autorité / Autoridad
United States
Department of State
USA
P<USAJONES<<OCEAN<AUBURN<LYNNE<<<<<<<<<<<<<<
6790995601USA9409271M3205080426612097<381632

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor – Class II (package) & Specialty Retailer of Consumable Hemp Products License
Submitted by:	Cloud 9 Vapes, LLC
Location:	Cloud 9 Vapes 4439 Rangeline Road Mobile, AL 36619

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

City, State, Zip Code

MOBILE AL 36619

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
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LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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Legal Business Name
CLOUD 9 VAPES LLC

Trade Name (DBA)
CLOUD 9 VAPES

Location Address
4439 RANGELINE ROAD

City, State, Zip Code
MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7441 • FAX (251) 208-7482

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Business Information

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/24/2014	314-298	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
47-1334759	RO08999491	(251) 625-9271	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
4439 RANGELINE ROAD	MOBILE	AL	36619

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	[redacted]	AL	[redacted]

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
US 888 LLC	[redacted]	[redacted]

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	[redacted]	LA	[redacted]

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,034	0	YES	NO	SHOPPING CENTER	OTHER

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?	YES

Applicant/POA Initials

City of Mobile ABC Licensing & Compliance 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)		
CORDELL JOHNATHAN HARRIS	MEMBER	[redacted]		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
[redacted]	[redacted]	AL	[redacted]	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
[redacted]	[redacted]	[redacted]	[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
YES	THEFT OF PROPERTY	MOBILE COUNTY SHERIFF	01/22/2008	YOUTHFUL OFFENDER

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)
YES	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	2315 HILLCREST ROAD MOBILE AL 36609'
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	3913 AIRPORT BOULEVARD MOBILE 36608
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	27080 US HWY 98 STE 2 DAPHANE AL 36582

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)		
GARY PAUL HARRIS	MEMBER	[redacted]		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
[redacted]	[redacted]	AL	[redacted]	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
[redacted]	[redacted]	[redacted]	[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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name: Cordell Harris

Date of Application Signature: 3-20-2026

Owner/Applicant/POA Signature:

Title of Person Signing this Application: Member

Sworn to and subscribed before me this 20th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 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 and/or consumable hemp product(s) 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

City, State, Zip Code

MOBILE AL 36619

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		[redacted]	[redacted]

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

CLOUD 9 VAPES LLC

dba

CLOUD 9 VAPES

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

for the premises located at

4439 RANGELINE ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on March 31, 2026 for application number 2026 - 5777

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

Zip Code

36619

Application Number

2026 - 5777

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: $300.00 $1,000.00 **County:** $300.00 $0.00

Trade Name: CLOUD P VAPES

Filing Fee: $100.00

Applicant: CLOUD 9 VAPES LLC

Transfer Fee:

Location Address: 4439 RANGELINE RD MOBILE, AL 36619

Mailing Address: [redacted]

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 314 298

Do you sell Draft Beer?:

Date Incorporated: 07/24/2014 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/24/2014

Federal Tax ID: 47-1334759 **Alabama State Sales Tax ID:** R008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
GARY PAUL HARRIS [redacted]	MEMBER	[redacted]	[redacted] THEODORE, AL 36582
CORDELL JOHNATHAN HARRIS [redacted]	MEMBER	[redacted] HARLAN KY	[redacted] THEODORE, AL 36582

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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: CORDELL HARRIS
Business Phone: 251-625-9271
Fax:

Home Phone: [redacted]
Cell Phone: [redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: RANGELINE HALLS MILL LAND LLC 251-602-7281

What is lessors primary business? REALTY

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? YES

Building Dimensions Square Footage: 2034

Display Square Footage: 1650

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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:
CORDELL HARRIS	THEFT OF PROPERTY 3RD 01/22/2008	MOBILE COUNTY SHERIFF	YOUTHFUL OFFENDER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

Initial each	Signature page
[initials]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[initials]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[initials]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[initials]	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.
[initials]	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.
[initials]	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): Gary Harris

Signature of Applicant: [signature]

Notary Name (print): Courtney Brown

Notary Signature: Courtney Brown

COURTNEY BROWN NOTARY Commission Expires 9/8/2029 PUBLIC ALABAMA STATE AT LARGE

Commission expires: 9/8/2029

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:**

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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 **CLOUD 9 VAPES LLC**

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 13 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Dexter	Autumn Dexter	12/2/2028

Notary Stamp

AUTUMN DEXTER NOTARY PUBLIC ALABAMA STATE AT LARGE Commission Expires 12/2/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
US 888 LLC	**CLOUD 9 VAPES LLC**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
[redacted]	**4439 RANGELINE RD**
City, State, Zip	City, State, Zip
[redacted]	**MOBILE AL 36619**
Date Agreement Signed	Date Agreement Signed

Create Date 03.04.2026

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products 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:	☐ Pharmacy ☐ Retail Food Store ☑ Specialty Retailer ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 011 - Lounge Retail Liquor (Class II) - Package Store
☐ 710 - Pharmacy Consumable Hemp Products
☑ 700 - Specialty Retailer of Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4439 RANGELINE RD	MOBILE	AL	36619

Business Contact Person Information

Name	Title	Phone	Email
CORDELL HARRIS	MEMBER	[redacted]	[redacted]

URBAN DEVELOPMENT DEPARTMENT USE ONLY

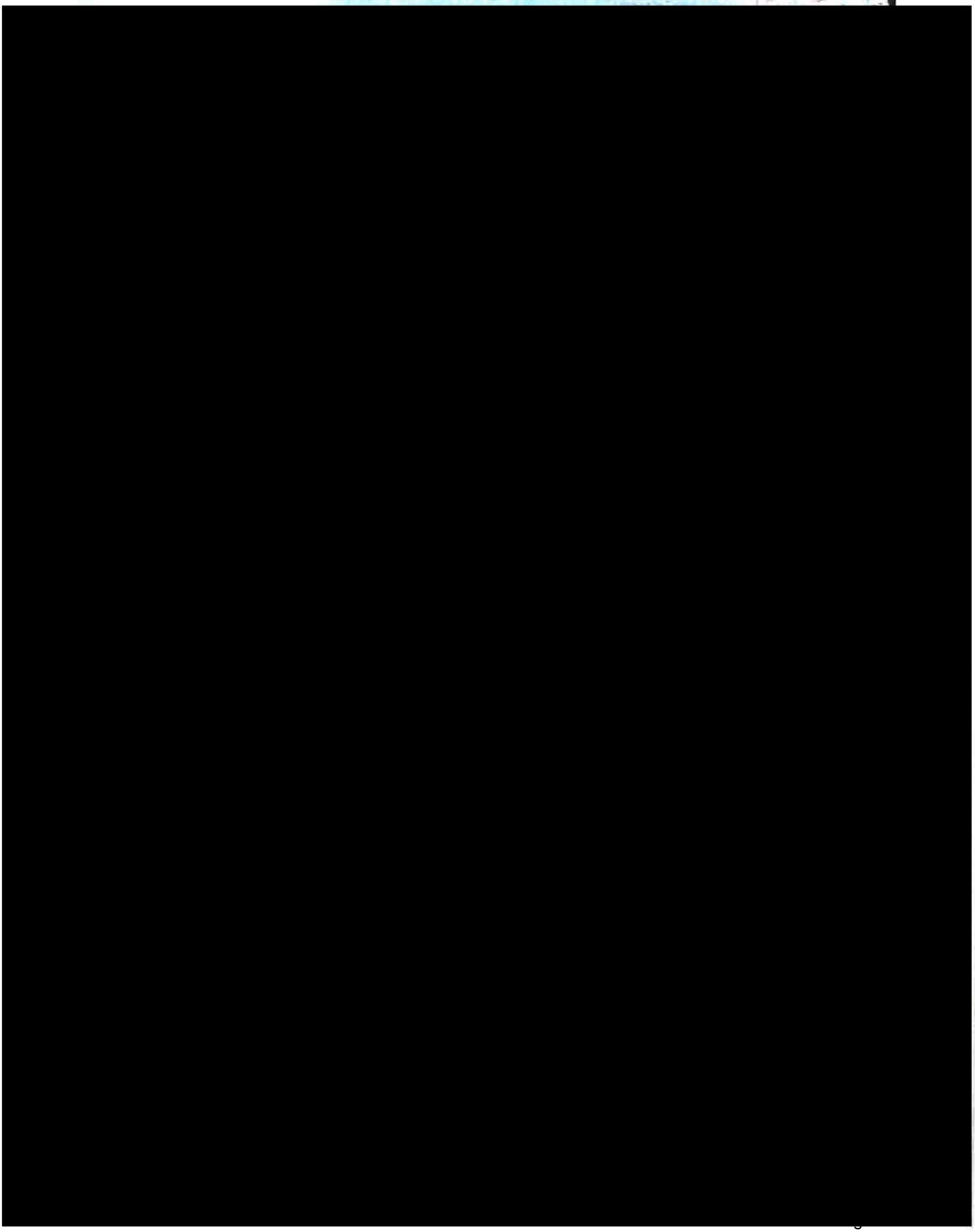
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2,034					

Comments

Print Name	Signature	Date

Create Date 03.04.2026





STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014035190 1/4
Bk: LR7167 Pg:1528
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/15/2014 11:07:04 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014035190
Judge Fee:	$.00	Bk LR7167
S.R Fee	$2.00	Pg 1528
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 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** 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 issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy 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 (see attached). 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.

The information completing this form must be typed or laser printed.

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):

   Cloud 9 Vapes LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Gary P. Harris
[redacted]

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

4563 Cypress Shores Dr, Mobile Al 36619

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Gary P. Harris

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: Retail sales of electronic cigarretes, ejuice, and accessories.; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Gary P. Harris

Street (**No PO Boxes**) address of Organizer(s): 4563 Cypress Shores Dr. Mobile Al 36619

Mailing address of Organizer(s) – (if different from street address):

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Gary P. Harris

Mailing address of Manage[redacted]

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Cordell J. Harris

Mailing address of Manager: [redacted]

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 07 / 16 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Gary P. Harris
Typed Name of Above Signature

Member/Organizer
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Cordell J. Harris
Typed Name of Above Signature

Member
Typed Title (Member)

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, 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:

Cloud 9 Vapes LLC

This name reservation is for the exclusive use of Gary Harris, 4563 Cypress Shores Dr, Mobile, AL 36619 for a period of one year beginning July 14, 2014 and expiring July 14, 2015

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.

July 14, 2014

Date

RES662505

Jim Bennett **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0231174152
Mar. 04, 2019 LTR 147C 0
47-1334759 000000 00
00001465
BODC: SB

CLOUD 9 VAPES LLC
GARY P HARRIS MBR
[redacted]

031516

Employer identification number: 47-1334759

Dear Taxpayer:

Thank you for your inquiry of Feb. 21, 2019.

Your employer identification number (EIN) is 47-1334759. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169845-2026
Issue Date: 03/17/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305380004004.014.	4439 Rangeline Rd	

Business Name	Issued To	Zoning Districts
CLOUD 9 VAPES	Name: CORDELL HARRIS Company: CLOUD 9 VAPES Address: 4439 Rangeline Rd G MOBILE, AL 36619 Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
RETAIL HEMP STORE

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

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor – Class II (package) & Specialty Retailer of Consumable Hemp Products License
Submitted by:	Cloud 9 Vapes, LLC
Location:	Cloud 9 Vapes 4439 Rangeline Road Mobile, AL 36619

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
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
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

City, State, Zip Code

MOBILE AL 36619

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

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Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Business Information

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/24/2014	314-298	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
47-1334759	RO08999491	(251) 625-9271	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
4439 RANGELINE ROAD	MOBILE	AL	36619

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
5030 CYPRESS POINTE ROAD	THEODORE	AL	36582

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
US 888 LLC	(225) 975-0441	HWONG54@GMAIL.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
13036 DUTCHTOWN MILL DR	GONZALES	LA	70737

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
2,034	0	YES	NO	SHOPPING CENTER	OTHER

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?	YES

Applicant/POA Initials

City of Mobile ABC Licensing & Compliance 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)		
CORDELL JOHNATHAN HARRIS	MEMBER	AL 7562777		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
5030 CYPRESS POINTE RD	THEODORE	AL	36582	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
05/02/1988	HARLAN KY	405-35-6814	(251) 625-9271	

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
YES	THEFT OF PROPERTY	MOBILE COUNTY SHERIFF	01/22/2008	YOUTHFUL OFFENDER

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)
YES	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	2315 HILLCREST ROAD MOBILE AL 36609'
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	3913 AIRPORT BOULEVARD MOBILE 36608
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	27080 US HWY 98 STE 2 DAPHANE AL 36582

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)		
GARY PAUL HARRIS	MEMBER	AL 9377184		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
5010 CYPRESS POINTE RD	THEODORE	AL	36582	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
04/13/1990	HARLAN KY	405-39-3642	(251) 518-1728	

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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Cordell Harris	3-20-2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Member

Sworn to and subscribed before me this 20th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5777	122665	4	March 31, 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 and/or consumable hemp product(s) 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

City, State, Zip Code

MOBILE AL 36619

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

CLOUD 9 VAPES LLC

dba CLOUD 9 VAPES

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

for the premises located at

4439 RANGELINE ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on March 31, 2026 for application number 2026 - 5777

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

4439 RANGELINE ROAD

Zip Code

36619

Application Number

2026 - 5777

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: $300.00 $1,000.00 **County:** $300.00 $0.00

Trade Name: CLOUD P VAPES

Filing Fee: $100.00

Applicant: CLOUD 9 VAPES LLC

Transfer Fee:

Location Address: 4439 RANGELINE RD MOBILE, AL 36619

Mailing Address: 5030 CYPRESS POINTE ROAD THEODORE, AL 36582

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 314 298

Do you sell Draft Beer?:

Date Incorporated: 07/24/2014 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/24/2014

Federal Tax ID: 47-1334759 **Alabama State Sales Tax ID:** R008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
GARY PAUL HARRIS 9377184 - AL	MEMBER	04/13/1990 HARLAN KY	5010 CYPRESS POINTE RD THEODORE, AL 36582
CORDELL JOHNATHAN HARRIS 7562777 - AL	MEMBER	05/02/1988 HARLAN KY	5030 CYPRESS POINTE RD THEODORE, AL 36582

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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: CORDELL HARRIS
Business Phone: 251-625-9271
Fax:

Home Phone: 251-625-9271
Cell Phone: 251-625-9271
E-mail: CLOUD9VAPESLLC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: RANGELINE HALLS MILL LAND LLC 251-602-7281

What is lessors primary business? REALTY

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? YES

Building Dimensions Square Footage: 2034

Display Square Footage: 1650

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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:
CORDELL HARRIS	THEFT OF PROPERTY 3RD 01/22/2008	MOBILE COUNTY SHERIFF	YOUTHFUL OFFENDER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121105452504

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
CONSUMABLE HEMP PRODUCTS APPLICATION

Confirmation Number: 20260121105452504

Initial each — **Signature page**

Initial each	
[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[X]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
[X]	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[X]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[ ]	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.
[ ]	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.
[ ]	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): Gigi Harris

Signature of Applicant:

Notary Name (print): Courtney Brown

Notary Signature: Courtney Brown

COURTNEY BROWN NOTARY PUBLIC ALABAMA STATE AT LARGE — Commission Expires 9/8/2029

Commission expires: 9/8/2029

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:**

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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 **CLOUD 9 VAPES LLC**

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 13 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Dexter	Autumn Dexter	12/2/2028

Notary Stamp

AUTUMN DEXTER NOTARY PUBLIC ALABAMA STATE AT LARGE Commission Expires 12/2/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
US 888 LLC	**CLOUD 9 VAPES LLC**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
13036 DUTCHTOWN MILL DRIVE	**4439 RANGELINE RD**
City, State, Zip	City, State, Zip
GONZALES LA 70737	**MOBILE AL 36619**
Date Agreement Signed	Date Agreement Signed

Create Date 03.04.2026

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products 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:	☐ Pharmacy ☐ Retail Food Store ☑ Specialty Retailer ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☑ 011 - Lounge Retail Liquor (Class II) - Package Store
☐ 710 - Pharmacy Consumable Hemp Products
☑ 700 - Specialty Retailer of Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4439 RANGELINE RD	MOBILE	AL	36619

Business Contact Person Information

Name	Title	Phone	Email
CORDELL HARRIS	MEMBER	(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

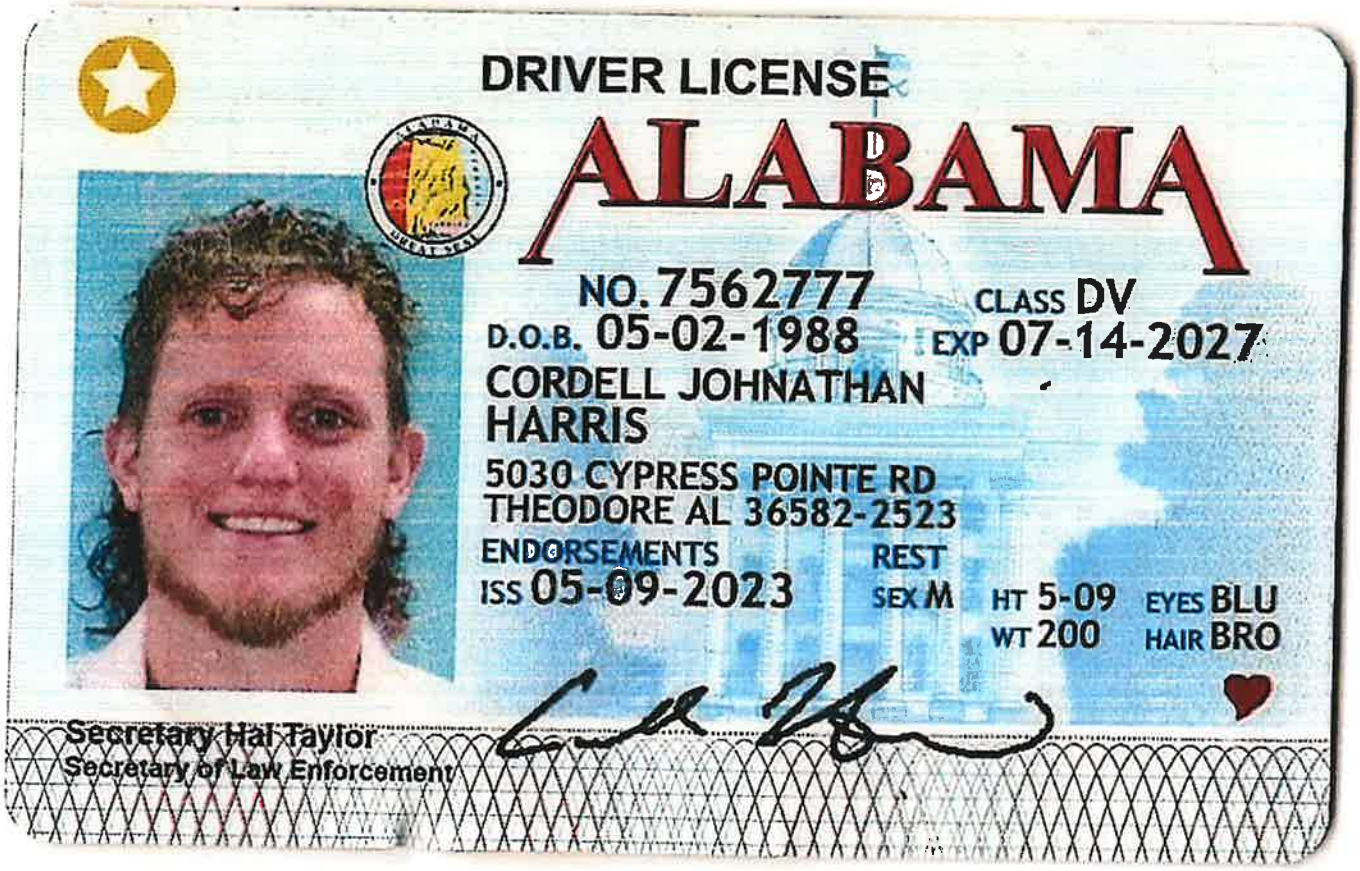
URBAN DEVELOPMENT DEPARTMENT USE ONLY

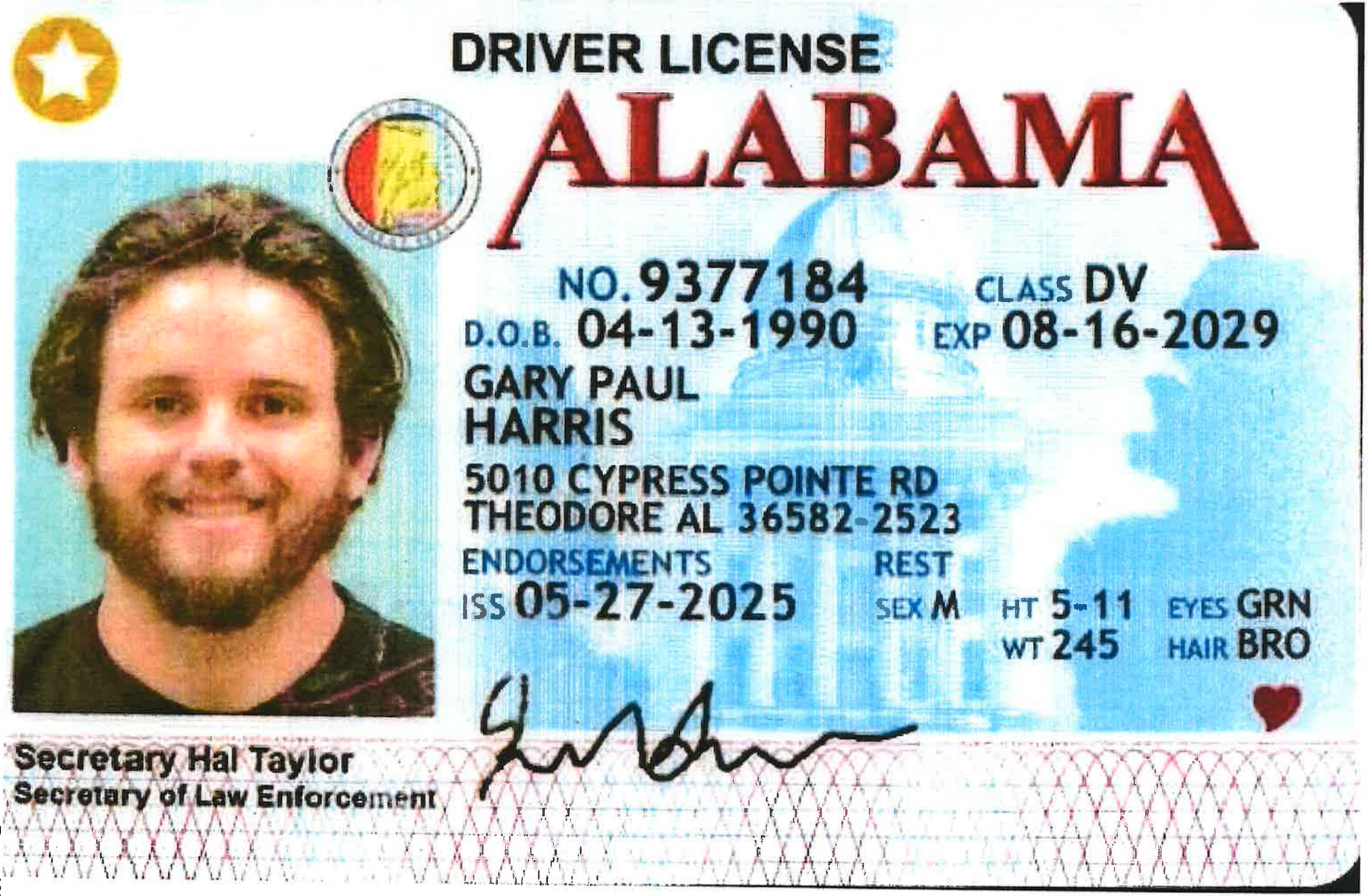
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
2,034					

Comments

Print Name	Signature	Date

Create Date 03.04.2026


DRIVER LICENSE
ALABAMA
NO. 7562777
CLASS DV
D.O.B. 05-02-1988
EXP 07-14-2027
CORDELL JOHNATHAN
HARRIS
5030 CYPRESS POINTE RD
THEODORE AL 36582-2523
ENDORSEMENTS
REST
ISS 05-09-2023
SEX M
HT 5-09
WT 200
EYES BLU
HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement


DRIVER LICENSE
ALABAMA
NO. 9377184
CLASS DV
D.O.B. 04-13-1990
EXP 08-16-2029
GARY PAUL
HARRIS
5010 CYPRESS POINTE RD
THEODORE AL 36582-2523
ENDORSEMENTS
REST
ISS 05-27-2025
SEX M
HT 5-11
EYES GRN
WT 245
HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014035190 1/4
Bk: LR7167 Pg:1528
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/15/2014 11:07:04 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014035190
Judge Fee:	$.00	Bk LR7167
S.R. Fee:	$2.00	Pg 1528
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 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** 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 issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy 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 (see attached). 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.

The information completing this form must be typed or laser printed.

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):

   Cloud 9 Vapes LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Gary P. Harris
4563 Cypress Shores Dr.
Mobile, Al 36619

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

4563 Cypress Shores Dr, Mobile Al 36619

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Gary P. Harris

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: Retail sales of electronic cigarretes, ejuice, and accessories.; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Gary P. Harris

Street (**No PO Boxes**) address of Organizer(s): 4563 Cypress Shores Dr. Mobile Al 36619

Mailing address of Organizer(s) – (if different from street address):

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Gary P. Harris

Mailing address of Manager: 4563 Cypress Shores Dr. Mobile Al 36619

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Cordell J. Harris

Mailing address of Manager: 4061 Furman dr. Mobile Al 36619

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 07 / 16 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Gary P. Harris
Typed Name of Above Signature

Member/Organizer
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Cordell J. Harris
Typed Name of Above Signature

Member
Typed Title (Member)

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, 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:

Cloud 9 Vapes LLC

This name reservation is for the exclusive use of Gary Harris, 4563 Cypress Shores Dr, Mobile, AL 36619 for a period of one year beginning July 14, 2014 and expiring July 14, 2015

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.

July 14, 2014

Date

RES662505

Jim Bennett **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0231174152
Mar. 04, 2019 LTR 147C 0
47-1334759 000000 00
00001465
BODC: SB

CLOUD 9 VAPES LLC
GARY P HARRIS MBR
2315 HILLCREST RD
MOBILE AL 36695-3811

031516

Employer identification number: 47-1334759

Dear Taxpayer:

Thank you for your inquiry of Feb. 21, 2019.

Your employer identification number (EIN) is 47-1334759. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169845-2026
Issue Date: 03/17/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305380004004.014.	4439 Rangeline Rd	

Business Name	Issued To	Zoning Districts
CLOUD 9 VAPES	Name: CORDELL HARRIS Company: CLOUD 9 VAPES Address: 4439 Rangeline Rd G MOBILE, AL 36619 Phone: (251) 625-9271	B-3

This Zoning Classification Allows the property to be used for:

RETAIL HEMP STORE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Fleming

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor – Class II (package) & Specialty Retailer of Consumable Hemp Products License
Submitted by:	Cloud 9 Vapes, LLC
Location:	Cloud 9 Vapes 3913 Airport Boulevard Mobile, AL 36608

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 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)
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
CLOUD 9 VAPES LLC

Trade Name (DBA)
CLOUD 9 VAPES

Location Address
3913 AIRPORT BLVD

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

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Business Information

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/24/2014	314-298	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
47-1334759	RO08999491	(251) 625-9271	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
3913 AIRPORT BLVD	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	[redacted]	AL	[redacted]

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR		N/A

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
HARBO REALITY LLC	[redacted]	[redacted]

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]	[redacted]	AL	[redacted]

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,000	0	YES	NO	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

City of Mobile ABC Licensing & Compliance 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)		
CORDELL JOHNATHAN HARRIS	MEMBER	[redacted]		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
[redacted]	[redacted]	AL	[redacted]	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
[redacted]	HARLAN KY	[redacted]	[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
YES	THEFT OF PROPERTY	MOBILE COUNTY SHERIFF	01/22/2008	YOUTHFUL OFFENDER

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)
YES	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	2315 HILLCREST ROAD MOBILE AL 36609
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	3913 AIRPORT BOULEVARD MOBILE 36608
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	27080 US HWY 98 STE 2 DAPHANE AL 36582

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)		
GARY PAUL HARRIS	MEMBER	[redacted]		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
[redacted]	[redacted]	AL	[redacted]	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
[redacted]	HARLAN KY	[redacted]	[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

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

CM 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.

CM 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.

CM 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.

CM 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.

CM 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.

CM 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.

CM 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: Cordell Harris

Date of Application Signature: 3-20-2026

Owner/Applicant/POA Signature: Cordell Harris

Title of Person Signing this Application: Member

Sworn to and subscribed before me this 20th day of March 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC

TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 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 and/or consumable hemp product(s) 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		[redacted]	[redacted]

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

CLOUD 9 VAPES LLC

dba CLOUD 9 VAPES

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

for the premises located at

3913 AIRPORT BLVD , 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 March 31, 2026 for application number 2026 - 5778

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

Zip Code

36608

Application Number

2026 - 5778

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: $300.00 $1,000.00 **County:** [illegible]

Trade Name: CLOUD P VAPES
Filing Fee: $100.00
Applicant: CLOUD 9 VAPES LLC
Transfer Fee:
Location Address: 3913 AIRPORT BLVD MOBILE, AL 36608
Mailing Address: [redacted]
County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**
Product Type: 03 **Type Ownership:** LLC
Book, Page, or Document info: 314 298
Do you sell Draft Beer?:
Date Incorporated: 07/24/2014 **State incorporated:** AL **County Incorporated:** MOBILE
Date of Authority: 07/24/2014
Federal Tax ID: 47-1334759 **Alabama State Sales Tax ID:** R008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
GARY PAUL HARRIS [redacted]	MEMBER	[redacted]	[redacted]
CORDELL JOHNATHAN HARRIS [redacted]	MEMBER	[redacted]	[redacted]

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

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: CORDELL HARRIS
Business Phone: 251-625-9271
Fax:

Home Phone: [redacted]
Cell Phone: 2[redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: HARBO REALTY LLC 251-625-9271

What is lessors primary business? REALTY

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? YES

Building Dimensions Square Footage: 3000

Display Square Footage: 2400

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: MULTI STORY

License covers: ENTIRE STRUCTURE

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

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:
CORDELL JOHNATHAN HARRIS	THEFT OF PROPERTY 3RD 01/22/2008	MOBILE CO SHERIFF	YOUTHFUL OFFENDER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

Initial each | **Signature page**

[initials]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[initials]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[initials]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[initials]	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.
[initials]	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.
[initials]	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): Gary Harris

Signature of Applicant: [signature]

Notary Name (print): Courtney Brown

Notary Signature: Courtney Brown

Commission expires: 9/8/2029

COURTNEY BROWN NOTARY Commission Expires 9/8/2029 PUBLIC ALABAMA STATE AT LARGE

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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014035190 1/4
Bk: LR7167 Pg:1528
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/15/2014 11:07:04 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014035190
Judge Fee	$.00	Bk LR7167
S.R Fee	$2.00	Pg 1528
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 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** 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 issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy 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 (see attached). 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.

The information completing this form must be typed or laser printed.

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):

   Cloud 9 Vapes LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Gary P. Harris
[redacted]

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

4563 Cypress Shores Dr, Mobile Al 36619

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Gary P. Harris

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: Retail sales of electronic cigarretes, ejuice, and accessories.; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Gary P. Harris

Street (**No PO Boxes**) address of Organizer(s): 4563 Cypress Shores Dr. Mobile Al 36619

Mailing address of Organizer(s) – (if different from street address):

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Gary P. Harris

Mailing address of Manager [redacted]

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Cordell J. Harris

Mailing address of Manager [redacted]

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 07 / 16 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Gary P. Harris
Typed Name of Above Signature

Member/Organizer
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Cordell J. Harris
Typed Name of Above Signature

Member
Typed Title (Member)

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, 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:

Cloud 9 Vapes LLC

This name reservation is for the exclusive use of Gary Harris, 4563 Cypress Shores Dr, Mobile, AL 36619 for a period of one year beginning July 14, 2014 and expiring July 14, 2015

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.

July 14, 2014

Date

RES662505

Jim Bennett **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0231174152
Mar. 04, 2019 LTR 147C 0
47-1334759 000000 00
00001465
BODC: SB

CLOUD 9 VAPES LLC
GARY P HARRIS MBR
[redacted]

031516

Employer identification number: 47-1334759

Dear Taxpayer:

Thank you for your inquiry of Feb. 21, 2019.

Your employer identification number (EIN) is 47-1334759. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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 **CLOUD 9 VAPES LLC**

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 13 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Dexter	Autumn Dexter	12/2/2028

Notary Stamp

AUTUMN DEXTER NOTARY PUBLIC ALABAMA STATE AT LARGE Commission Expires 12/2/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
HARBRO REALTY	**CLOUD 9 VAPES LLC**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
[redacted]	**3913 AIRPORT BLVD**
City, State, Zip	City, State, Zip
[redacted]	**MOBILE AL 36608**
Date Agreement Signed	Date Agreement Signed

Create Date 03.04.2026

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure
- ☐ Sole Proprietorship
- ☑ Limited Liability Company (LLC)
- ☐ Corporation

Application Type
- ☑ New Business
- ☐ New Owner
- ☐ Location Change

Transfer - License?
- ☑ No ☐ Yes

Relocation Date

Description/Type
- ☐ Pharmacy
- ☐ Retail Food Store
- ☑ Specialty Retailer
- ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply
- ☑ 011 - Lounge Retail Liquor (Class II) - Package Store
- ☐ 710 - Pharmacy Consumable Hemp Products
- ☑ 700 - Specialty Retailer of Consumable Hemp Products
- ☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply
- ☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3913 AIRPORT BLVD	MOBILE	AL	36608

Business Contact Person Information

Name	Title	Phone	Email
CORDELL HARRIS	MEMBER	[redacted]	[redacted]

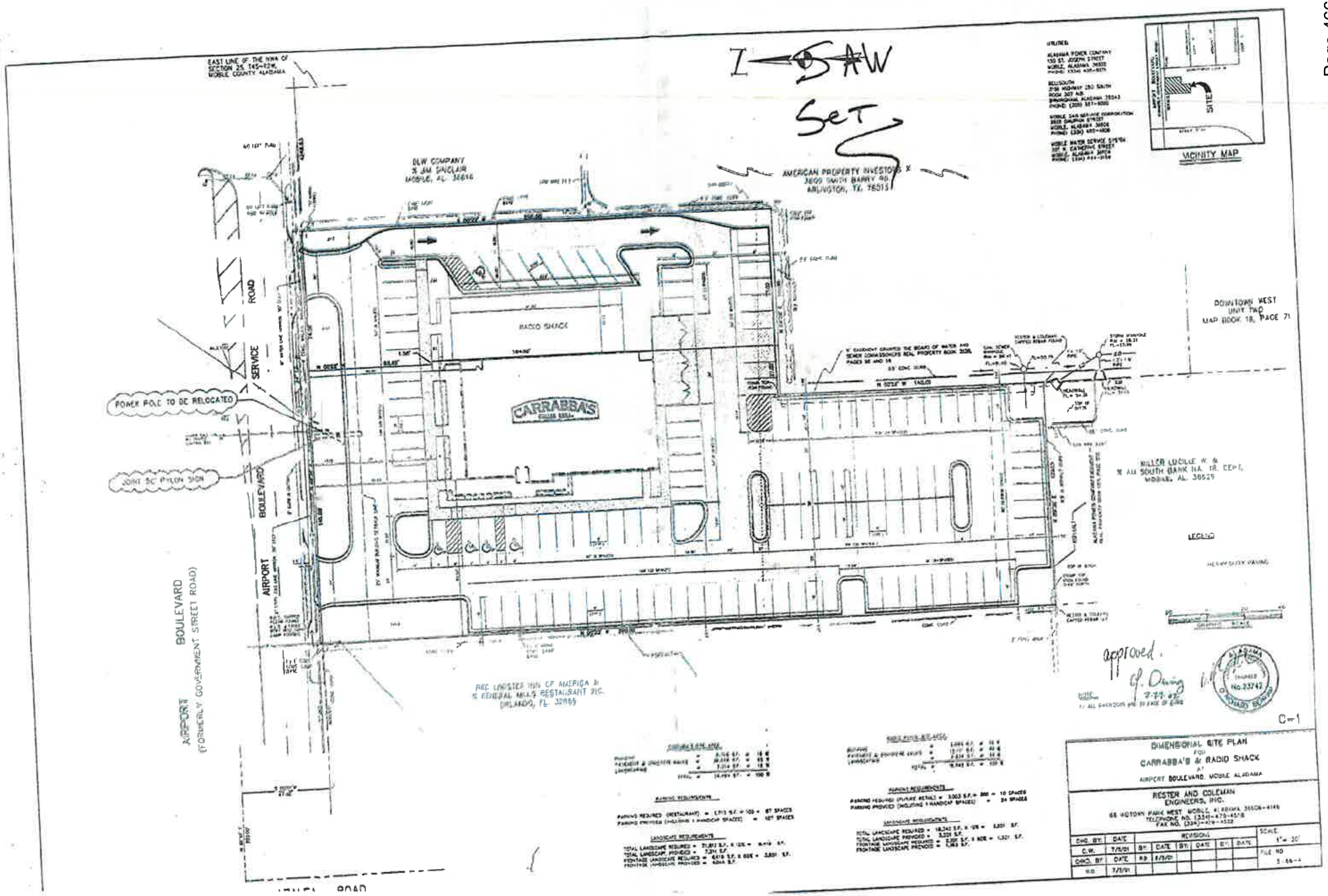
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3000					

Comments

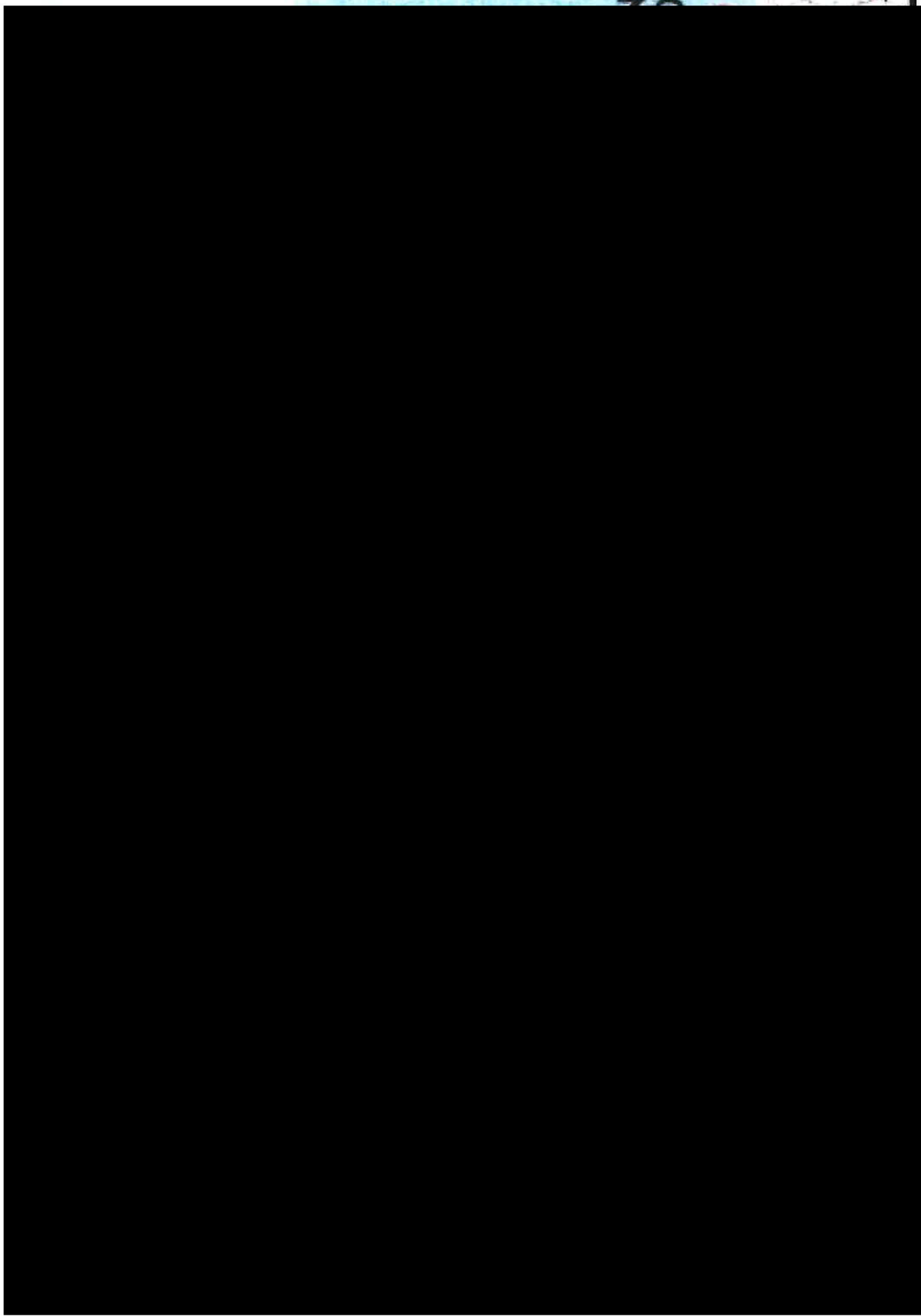
Print Name	Signature	Date

Create Date 03.04.2026



3913 Airport





RESOLUTION

Sponsored by: Councilmember Fleming

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor – Class II (package) & Specialty Retailer of Consumable Hemp Products License
Submitted by:	Cloud 9 Vapes, LLC
Location:	Cloud 9 Vapes 3913 Airport Boulevard Mobile, AL 36608

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 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)
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
CLOUD 9 VAPES LLC

Trade Name (DBA)
CLOUD 9 VAPES

Location Address
3913 AIRPORT BLVD

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
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Business Information

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/24/2014	314-298	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
47-1334759	RO08999491	(251) 625-9271	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
3913 AIRPORT BLVD	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
5030 CYPRESS POINTE ROAD	THEODORE	AL	36582

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
HARBO REALITY LLC	(251) 625-9271	JONCH022807@GMAIL.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
5030 CYPRESS POINTE RD	THEODORE	AL	36582

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,000	0	YES	NO	MULTI STORY	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

Applicant/POA Initials CM

City of Mobile ABC Licensing & Compliance 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)		
CORDELL JOHNATHAN HARRIS	MEMBER	AL 7562777		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
5030 CYPRESS POINTE RD	THEODORE	AL	36582	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
05/02/1988	HARLAN KY	405-35-6814	(251) 625-9271	

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
YES	THEFT OF PROPERTY	MOBILE COUNTY SHERIFF	01/22/2008	YOUTHFUL OFFENDER

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)
YES	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	2315 HILLCREST ROAD MOBILE AL 36609
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	3913 AIRPORT BOULEVARD MOBILE 36608
	CLOUD 9 VAPES LLC	CLOUD 9 VAPES	27080 US HWY 98 STE 2 DAPHANE AL 36582

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)		
GARY PAUL HARRIS	MEMBER	AL 9377184		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**	
5010 CYPRESS POINTE RD	THEODORE	AL	36582	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**	
04/13/1990	HARLAN KY	405-39-3642	(251) 518-1728	

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 

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name: Cordell Harris

Date of Application Signature: 3-20-2026

Owner/Applicant/POA Signature

Title of Person Signing this Application: Member

Sworn to and subscribed before me this 20th day of March 20 26

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	Tara Lynn Harris	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5778	104954	5	March 31, 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 and/or consumable hemp product(s) 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL HARRIS	MEMBER		(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

CLOUD 9 VAPES LLC

dba CLOUD 9 VAPES

has made application to the City Council of the City of Mobile for a

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) and 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

for the premises located at

3913 AIRPORT BLVD , 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 March 31, 2026 for application number 2026 - 5778

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

CLOUD 9 VAPES

Location Address

3913 AIRPORT BLVD

Zip Code

36608

Application Number

2026 - 5778

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: $300.00
$1,000.00

County: $300.00
$0.00

Trade Name: CLOUD P VAPES

Filing Fee: $100.00

Applicant: CLOUD 9 VAPES LLC

Transfer Fee:

Location Address: 3913 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 5030 CYRPESS POINTE RD THEODORE, AL 36582

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 314 298

Do you sell Draft Beer?:

Date Incorporated: 07/24/2014 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/24/2014

Federal Tax ID: 47-1334759 **Alabama State Sales Tax ID:** R008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
GARY PAUL HARRIS 9377184 - AL	MEMBER	04/13/1990 HARLAN KY	5010 CYPRESS POINTE RD THEODORE, AL 36582
CORDELL JOHNATHAN HARRIS 7562777 - AL	MEMBER	05/02/1988 HARLAN KY	5030 CYPRESS POINTE RD THEODORE, AL 36582

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

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: CORDELL HARRIS
Business Phone: 251-625-9271
Fax:

Home Phone: 251-625-9271
Cell Phone: 251-625-9271
E-mail: CLOUD9VAPESLLC@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: HARBO REALTY LLC 251-625-9271

What is lessors primary business? REALTY

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? YES

Building Dimensions Square Footage: 3000

Display Square Footage: 2400

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: MULTI STORY

License covers: ENTIRE STRUCTURE

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260121155801474

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:
CORDELL JOHNATHAN HARRIS	THEFT OF PROPERTY 3RD 01/22/2008	MOBILE CO SHERIFF	YOUTHFUL OFFENDER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION

Confirmation Number: 20260121155801474

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
CONSUMABLE HEMP PRODUCTS APPLICATION

Confirmation Number: 20260121155801474

Signature page

Initial each	
[GH]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[GH]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[GH]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[X]	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
[X]	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[X]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[GH]	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.
[GH]	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.
[GH]	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): Gary Harris

Signature of Applicant: Gary Harris

Notary Name (print): Courtney Brown

Notary Signature: Courtney Brown

COURTNEY BROWN NOTARY PUBLIC ALABAMA STATE AT LARGE Commission Expires 9/8/2029

Commission expires: 9/8/2029

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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014035190 1/4
Bk: LR7167 Pg:1528
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/15/2014 11:07:04 AM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014035190
Judge Fee:	$.00	Bk LR7167
S.R Fee	$2.00	Pg 1528
Surcharge Fee:	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 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** 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 issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy 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 (see attached). 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.

The information completing this form must be typed or laser printed.

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):

   Cloud 9 Vapes LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Gary P. Harris
4563 Cypress Shores Dr.
Mobile, Al 36619

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the limited liability company (LLC):

4563 Cypress Shores Dr, Mobile Al 36619

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Gary P. Harris

Street (**No PO Boxes**) address of Registered Agent (if different from principal office address):

Mailing address of Registered Agent (if different from street address):

5. Purpose for which the limited liability company formed: Retail sales of electronic cigarretes, ejuice, and accessories.; the **purpose** includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Gary P. Harris

Street (**No PO Boxes**) address of Organizer(s): 4563 Cypress Shores Dr. Mobile Al 36619

Mailing address of Organizer(s) – (if different from street address):

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Gary P. Harris

Mailing address of Manager: 4563 Cypress Shores Dr. Mobile Al 36619

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Cordell J. Harris

Mailing address of Manager: 4061 Furman dr. Mobile Al 36619

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 07 / 16 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Gary P. Harris
Typed Name of Above Signature

Member/Organizer
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Cordell J. Harris
Typed Name of Above Signature

Member
Typed Title (Member)

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, 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:

Cloud 9 Vapes LLC

This name reservation is for the exclusive use of Gary Harris, 4563 Cypress Shores Dr, Mobile, AL 36619 for a period of one year beginning July 14, 2014 and expiring July 14, 2015

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.

July 14, 2014

Date

RES662505

Jim Bennett **Secretary of State**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0231174152
Mar. 04, 2019 LTR 147C 0
47-1334759 000000 00
00001465
BODC: SB

CLOUD 9 VAPES LLC
GARY P HARRIS MBR
2315 HILLCREST RD
MOBILE AL 36695-3811

031516

Employer identification number: 47-1334759

Dear Taxpayer:

Thank you for your inquiry of Feb. 21, 2019.

Your employer identification number (EIN) is 47-1334759. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

CITY of MOBILE CONSUMABLE HEMP PRODUCTS 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 **CLOUD 9 VAPES LLC**

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS 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 13 day of March 2026

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Dexter	Autumn Dexter	12/2/2028

Notary Stamp

AUTUMN DEXTER NOTARY PUBLIC ALABAMA STATE AT LARGE Commission Expires 12/2/2028

Owner of Property (Print Name)	Applicant Name (Print Name)
HARBRO REALTY	**CLOUD 9 VAPES LLC**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
5030 CYPRESS POINTE RD	**3913 AIRPORT BLVD**
City, State, Zip	City, State, Zip
THEODORE AL 36582	**MOBILE AL 36608**
Date Agreement Signed	Date Agreement Signed

Create Date 03.04.2026

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure
- ☐ Sole Proprietorship
- ☑ Limited Liability Company (LLC)
- ☐ Corporation

Application Type
- ☑ New Business
- ☐ New Owner
- ☐ Location Change

Transfer - License?
- ☑ No ☐ Yes

Relocation Date

Description/Type
- ☐ Pharmacy
- ☐ Retail Food Store
- ☑ Specialty Retailer
- ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply
- ☑ 011 - Lounge Retail Liquor (Class II) - Package Store
- ☐ 710 - Pharmacy Consumable Hemp Products
- ☑ 700 - Specialty Retailer of Consumable Hemp Products
- ☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply
- ☑ Beverages ☑ Edibles ☑ Topicals ☑ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	CLOUD 9 VAPES

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3913 AIRPORT BLVD	MOBILE	AL	36608

Business Contact Person Information

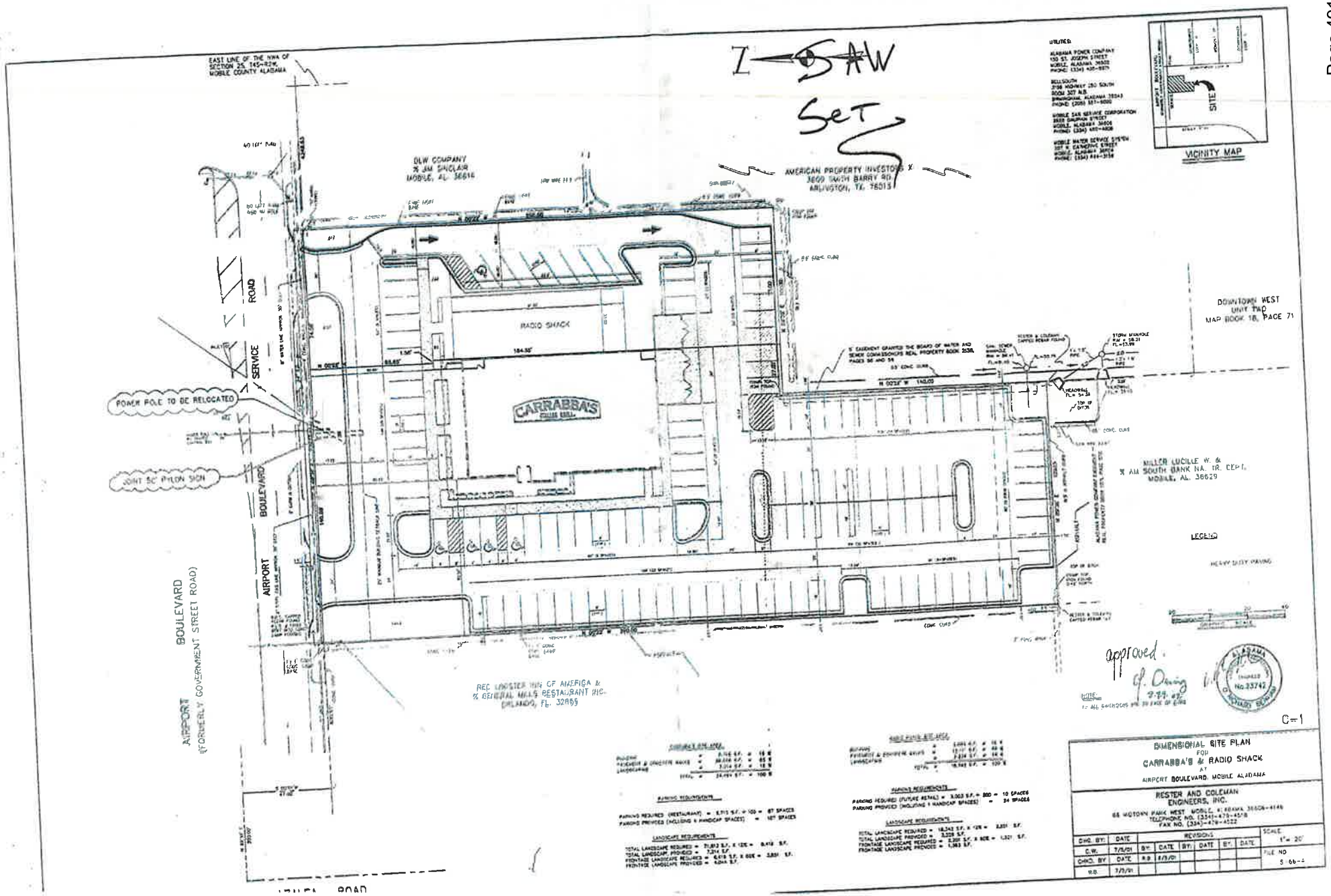
Name	Title	Phone	Email
CORDELL HARRIS	MEMBER	(251) 625-9271	CLOUD9VAPESLLC@GMAIL.COM

URBAN DEVELOPMENT DEPARTMENT USE ONLY

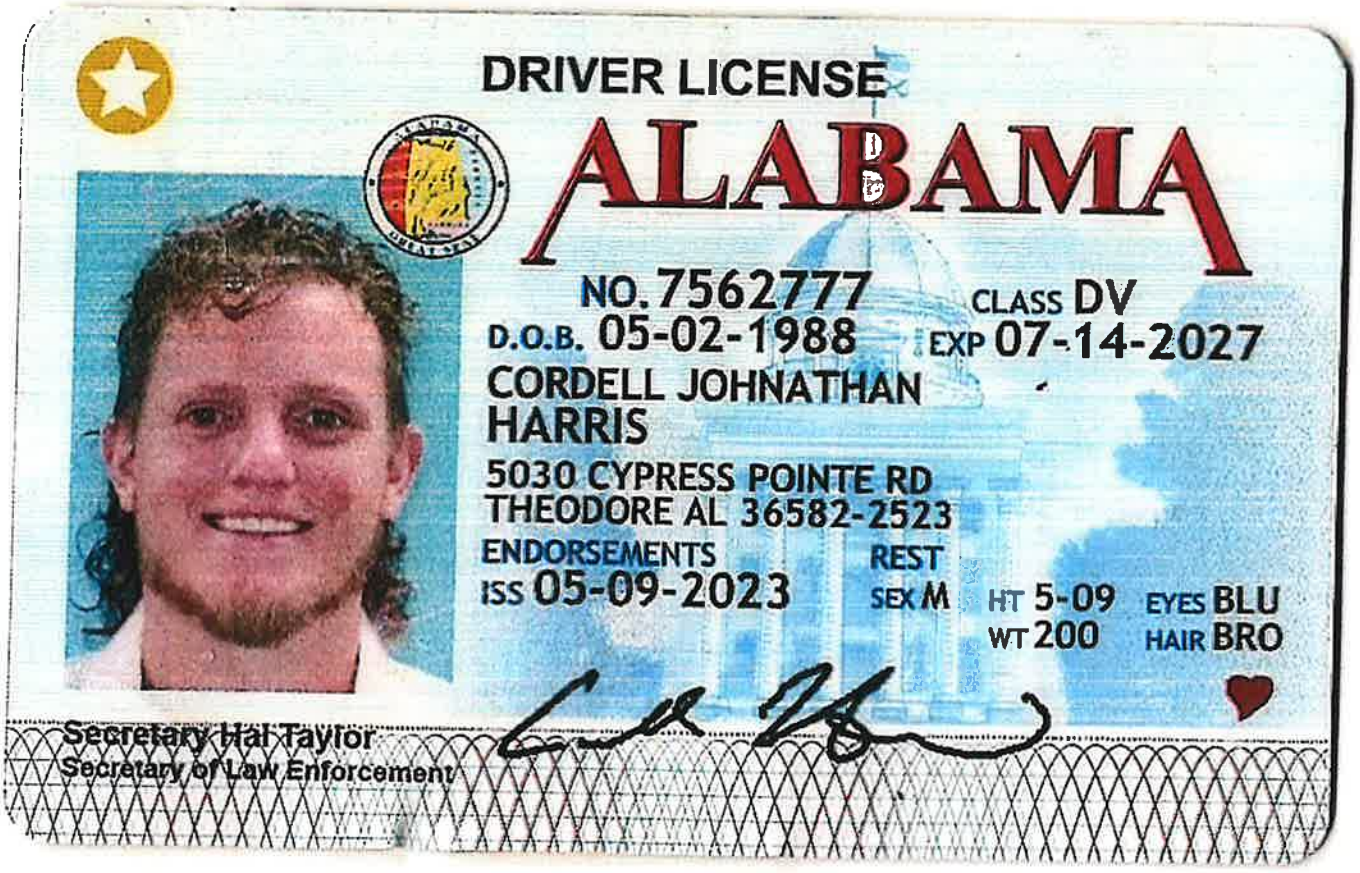
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3000					

Comments

Print Name	Signature	Date



3913 Airport


DRIVER LICENSE
ALABAMA
NO. 7562777
CLASS DV
D.O.B. 05-02-1988
EXP 07-14-2027
CORDELL JOHNATHAN
HARRIS
5030 CYPRESS POINTE RD
THEODORE AL 36582-2523
ENDORSEMENTS
REST
ISS 05-09-2023
SEX M
HT 5-09
WT 200
EYES BLU
HAIR BRO
Secretary Hal Taylor
Secretary of Law Enforcement

DRIVER LICENSE

ALABAMA



NO. 9377184 CLASS DV

D.O.B. 04-13-1990 EXP 08-16-2029

GARY PAUL
HARRIS

5010 CYPRESS POINTE RD
THEODORE AL 36582-2523

ENDORSEMENTS REST

ISS 05-27-2025 SEX M HT 5-11 EYES GRN
WT 245 HAIR BRO

Secretary Hal Taylor
Secretary of Law Enforcement

R E S O L U T I O N

Sponsored by: Councilmember Fleming

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:	Specialty Retailer of Consumable Hemp Products License
Submitted by:	EK DANTAYA 2023, LLC
Location:	Cheap S Liquor 364 Azalea Road Mobile, AL 36609

Adopted:

_____

City Clerk

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
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 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)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
EK DANTAYA 2023 LLC

Trade Name (DBA)
CHEAP S LIQUOR

Location Address
364 AZALEA RD

City, State, Zip Code
MOBILE AL 36609

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
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

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License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
EK DANTAYA 2023 LLC

Trade Name (DBA)
CHEAP S LIQUOR

Location Address
364 AZALEA RD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT	

Business Information

Legal Business Name	Trade Name (DBA)
EK DANTAYA 2023 LLC	CHEAP S LIQUOR

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/20/2023	001-104-648	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
93-4021164	R011948921	(251) 623-1937	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
364 AZALEA RD	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
364 AZALEA RD	MOBILE	AL	36609

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE	AND HEMP	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ZHENG JUNPING	MEMBER		(251) 623-1937	CHEAPLIQUOR2023@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
AZALEA SOUTH LLC	(251) 471-1000	

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
3,200	0	NO	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

Applicant/POA Initials JZ

City of Mobile ABC Licensing & Compliance 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)	
ZHENG JUNPING	MEMBER	AL 8482238	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
8196 MARIGOLD LOOP N	SEMMES	AL	36575
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
12/29/1981	CHINA	421-65-3743	(251) 623-1937

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)	
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 JZ

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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
Junping zheng	owner
Owner/Applicant/POA Signature	Title of Person Signing this Application
[signature]	3/20/2026

Sworn to and subscribed before me this 20th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	[signature]	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC

TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 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 and/or consumable hemp product(s) 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA RD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Phone	Email
ZHENG JUNPING	MEMBER		(251) 623-1937	CHEAPLIQUOR2023@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

EK DANTAYA 2023 LLC

dba CHEAP S LIQUOR

has made application to the City Council of the City of Mobile for a

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

364 AZALEA RD , 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 March 31, 2026 for application number 2026 - 5779

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA RD

Zip Code

36609

Application Number

2026 - 5779

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

Trade Name: CHEAP S LIQUOR
Filing Fee: $50.00

Applicant: EK DANTAYA 2023 LLC
Transfer Fee:

Location Address: 364 AZALEA RD MOBILE, AL 36609

Mailing Address: 364 AZALEA RD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-104-648

Do you sell Draft Beer?: N/A

Date Incorporated: 10/20/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/20/2023

Federal Tax ID: 93-4021164 **Alabama State Sales Tax ID:** R011948921

Name:	Title:	Date and Place of Birth:	Residence Address:
JUNPING ZHENG 8482238 - AL	MEMBER	12/29/1981 CHINA	8196 MARIGOLD LOOP N SEMMES, AL 36575

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? N/A

Does ABC have any actions pending against the current licensee? N/A

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? N/A

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

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? N/A

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? N/A

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? N/A

Contact Person: JUNPING ZHENG
Business Phone: 251-623-1937
Fax:

Home Phone: 251-623-1937
Cell Phone: 251-623-1937
E-mail: CHEAPSLIQUOR2023@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: AZALEA SOUTH LLC 251-471-1000

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Does the establishment have restroom facilities? N/A

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? N/A

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 3200

Display Square Footage: 2500

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Initial each — **Signature page**

Initial	
JZ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JZ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JZ	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JZ	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.
JZ	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.
JZ	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): Junping zheng

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature:

Commission expires: 9/26/29

Application Taken: 2/11/26 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**
Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
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? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a **Limited** Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Ek Dantaya 2023 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Junping Zheng

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   8196 Marigold Loop N Semmes, AL 36575

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-104-648 DLL

Date	10/20/2023
Time	11:54:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 20 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 54 ◉ 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).

10 / 20 / 2023
Date (MM/DD/YYYY)

saty putcha
Signature as required by 10A-5A-2.04

organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Saty Putcha	1521 Dawes Rd Mobile, AL 36695	1521 Dawes Rd Mobile, AL 36695

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:

Ek Dantaya 2023 LLC

This name reservation is for the exclusive use of Saty Putcha, 1521 Dawes Rd, Mobile, AL 36695 for a period of one year beginning October 20, 2023 and expiring October 20, 2024

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, 2023

Date

RES120831

Wes Allen **Secretary of State**

Membership of Ek Dantaya 2023 LLC

1. Junping Zheng, 8196 Marigold Loop N, Semmes, AL 36575 100%

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-20-2023

Employer Identification Number:
93-4021164

Form: SS-4

Number of this notice: CP 575 A

EK DANTAYA 2023 LLC
CHEAP S LIQUOR
% JUNPING ZHENG SOLE MBR
8196 MARIGOLD LOOP N
SEMMES, AL 36575

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4021164. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EK DANTAYA 2023 LLC
364 AZALEA RD
MOBILE, AL 36609-1969

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011948921	12/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 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

Janet N. Featherston

Deputy Commissioner

NAICS CODE: 445320

Scanned with CamScanner

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 _____

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 4 day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kaitlyn F. Lumpkin	Kaitlyn F. Lumpkin	9.2.2024

Notary Stamp

KAITLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

Owner of Property (Print Name)	Applicant Name (Print Name)
Katherine White-Spunner	Junping zheng
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
3201 Dauphin St	364 Azalea Rd
City, State, Zip	City, State, Zip
Mobile, AL 36606	Mobile AL 36609
Date Agreement Signed	Date Agreement Signed
12/4/23	12/4/23

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a **consumable hemp products 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	☐ New Business	☒ No ☐ Yes	☐ Pharmacy
☒ Limited Liability Company (LLC)	☐ New Owner	Relocation Date	☐ Retail Food Store
☐ Corporation	☐ Location Change		☒ Specialty Retailer
			☐ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 011 - Lounge Retail Liquor (Class II) - Package Store
☒ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (***MUST*** match with ABC Board) - check ALL that apply

☒ Beverages ☒ Edibles ☒ Topicals ☒ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
Ek Dantaya 2023 LLC	Cheaps Liquor

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
364 Azalea Rd	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Junping Zheng	owner	251-623-1937	cheapsLiquor2023@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3200					

Comments

Print Name	Signature	Date

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169843-2026
Issue Date: 03/17/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807262000002.002.	364 Azalea Rd	

Business Name	Issued To	Zoning Districts
CHEAP S LIQUOR	Name: ZHENG JUNPING Company: CHEAP S LIQUOR Address: 364 Azalea Rd G MOBILE, AL 36609 Phone: (251) 623-1937	B-2

This Zoning Classification Allows the property to be used for:

RETAIL HEMP STORE

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

DRIVER LICENSE

ALABAMA

NOT FOR FEDERAL IDENTIFICATION



NO. 8482238 CLASS D

D.O.B. 12-29-1981 EXP 12-04-2028

JUNPING
ZHENG

8196 MARIGOLD LOOP N
SEMMES AL 36575-0078

ENDORSEMENTS REST

ISS 11-19-2024 SEX F HT 5-02 EYES BRO
WT 120 HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement

R E S O L U T I O N

Sponsored by: Councilmember Fleming

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:	Specialty Retailer of Consumable Hemp Products License
Submitted by:	EK DANTAYA 2023, LLC
Location:	Cheap S Liquor 364 Azalea Road Mobile, AL 36609

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
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 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)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
EK DANTAYA 2023 LLC

Trade Name (DBA)
CHEAP S LIQUOR

Location Address
364 AZALEA RD

City, State, Zip Code
MOBILE AL 36609

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
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
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DISTRICT 5
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DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
EK DANTAYA 2023 LLC

Trade Name (DBA)
CHEAP S LIQUOR

Location Address
364 AZALEA RD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT	

Business Information

Legal Business Name	Trade Name (DBA)
EK DANTAYA 2023 LLC	CHEAP S LIQUOR

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/20/2023	001-104-648	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
93-4021164	R011948921	(251) 623-1937	ALL PRODUCT TYPE(S)

Physical Address (Street Address, Suite #)	City	State	Zip Code
364 AZALEA RD	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
364 AZALEA RD	MOBILE	AL	36609

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
LIQUOR/PACKAGE STORE	AND HEMP	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ZHENG JUNPING	MEMBER		[redacted]	[redacted]

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
AZALEA SOUTH LLC	[redacted]	

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
3,200	0	NO	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	NO
Will the business be operated primarily as a package store?	YES

Applicant/POA Initials JZ

City of Mobile ABC Licensing & Compliance 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)	
ZHENG JUNPING	MEMBER	[redacted]	
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
[redacted]	[redacted]	AL	[redacted]
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**
[redacted]	CHINA	[redacted]	[redacted]

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)	
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 √2

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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.

JZ 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
Junping zheng	owner
Owner/Applicant/POA Signature	Title of Person Signing this Application
[signature]	3/20/2026

Sworn to and subscribed before me this 20th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris	[signature]	February 11, 2030

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

City of Mobile ABC Licensing & Compliance 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
03/19/2026	NEW APPLICATION	2026 - 5779	127291	5	March 31, 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 and/or consumable hemp product(s) 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA RD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Phone	Email
ZHENG JUNPING	MEMBER		[redacted]	[redacted]

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/01/2026

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 Lynn 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:

EK DANTAYA 2023 LLC

dba CHEAP S LIQUOR

has made application to the City Council of the City of Mobile for a

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

364 AZALEA RD , 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 March 31, 2026 for application number 2026 - 5779

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

PUBLIC NOTICE!

An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMI

Legal Business Name

EK DANTAYA 2023 LLC

Trade Name (DBA)

CHEAP S LIQUOR

Location Address

364 AZALEA RD

Zip Code

36609

Application Number

2026 - 5779

Notice Post Date @ Location

03/19/2026

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

March 31, 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

Applicant/POA Signature

Tara Lynn 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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

Trade Name: CHEAP S LIQUOR
Filing Fee: $50.00

Applicant: EK DANTAYA 2023 LLC
Transfer Fee:

Location Address: 364 AZALEA RD MOBILE, AL 36609

Mailing Address: 364 AZALEA RD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-104-648

Do you sell Draft Beer?: N/A

Date Incorporated: 10/20/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/20/2023

Federal Tax ID: 93-4021164 **Alabama State Sales Tax ID:** R011948921

Name:	Title:	Date and Place of Birth:	Residence Address:
JUNPING ZHENG [redacted]	MEMBER	[redacted] CHINA	[redacted]

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? N/A

Does ABC have any actions pending against the current licensee? N/A

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? N/A

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

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? N/A

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? N/A

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? N/A

Contact Person: JUNPING ZHENG
Business Phone: 251-623-1937
Fax:

Home Phone: [redacted]
Cell Phone: [redacted]
E-mail: [redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: AZALEA SOUTH LLC 251-471-1000

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Does the establishment have restroom facilities? N/A

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? N/A

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 3200

Display Square Footage: 2500

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

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
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Initial each — **Signature page**

Initial each	
JZ	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JZ	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JZ	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
X	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JZ	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.
JZ	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.
JZ	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): Junping zheng

Signature of Applicant:

Notary Name (print): Sandy Durham

Notary Signature:

Commission expires: 9/26/29

Application Taken: 2/11/26 **App. Inv. Completed:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260211152923695

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members? N/A
Number of paid up members:
Are meetings regularly held? N/A
How often?
Is business conducted through officers regularly elected? N/A
Are members admitted by written application, investigation, and ballot? N/A
Has Agent verified membership applications for each member listed? N/A
Has at least 10% of members listed been confirmed and highlighted? N/A **Agent's Initials:**
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members? N/A
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? N/A

Special Retail
Is it for 30 days or less? N/A
More than 30 days? N/A

Franchisee or Concessionaire of above? N/A
Other valid responsible organization: N/A
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

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a **Limited** Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Ek Dantaya 2023 LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Junping Zheng

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   8196 Marigold Loop N Semmes, AL 36575

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-104-648 DLL

Date	10/20/2023
Time	11:54:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 20 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 54 ◉ 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).

10 / 20 / 2023
Date (MM/DD/YYYY)

saty putcha
Signature as required by 10A-5A-2.04

organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Saty Putcha	[redacted]	[redacted]

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:

Ek Dantaya 2023 LLC

This name reservation is for the exclusive use of Saty Putcha, 1521 Dawes Rd, Mobile, AL 36695 for a period of one year beginning October 20, 2023 and expiring October 20, 2024

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, 2023

Date

RES120831

Wes Allen **Secretary of State**

Membership of Ek Dantaya 2023 LLC

1. Junping Zheng, [redacted] 100%

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-20-2023

Employer Identification Number:
93-4021164

Form: SS-4

Number of this notice: CP 575 A

EK DANTAYA 2023 LLC
CHEAP S LIQUOR
% JUNPING ZHENG SOLE MBR
[redacted]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4021164. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

EK DANTAYA 2023 LLC
364 AZALEA RD
MOBILE, AL 36609-1969

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011948921	12/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 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
Janet N. Featherston
Deputy Commissioner

NAICS CODE: 445320

Scanned with CamScanner

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 _____

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 4 day of December 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Kathyn F. Lumpkin	Kathyn F. Lumpkin	9.2.2024

Notary Stamp

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2, 2024

Owner of Property (Print Name)	Applicant Name (Print Name)
Katherine White-Spunner	Junping zheng
Owner of Property (Signature)	Applicant Name (Signature)
[redacted]	364 Azalea Rd
Street Address	Street Address
Mobile, AL 36606	Mobile AL 36609
City, State, Zip	City, State, Zip
12/4/23	12/4/23
Date Agreement Signed	Date Agreement Signed

CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products 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	☐ New Business	☒ No ☐ Yes	☐ Pharmacy
☒ Limited Liability Company (LLC)	☐ New Owner	Relocation Date	☐ Retail Food Store
☐ Corporation	☐ Location Change		☒ Specialty Retailer
			☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 011 - Lounge Retail Liquor (Class II) - Package Store
☒ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☒ Beverages ☒ Edibles ☒ Topicals ☐ Sublingual ☐ Other (explain)

Legal Business Name	Trade Name (DBA)
Ek Dantaya 2023 LLC	Cheap s Liquor

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
364 Azalea Rd	Mobile	AL	36609

Business Contact Person Information

Name	Title	Phone	Email
Junping Zheng	owner	[redacted]	[redacted]

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3200					

Comments

Print Name	Signature	Date

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-169843-2026
Issue Date: 03/17/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807262000002.002.	364 Azalea Rd	

Business Name	Issued To	Zoning Districts
CHEAP S LIQUOR	Name: ZHENG JUNPING Company: CHEAP S LIQUOR Address: 364 Azalea Rd G MOBILE, AL 36609 Phone: [redacted]	B-2

This Zoning Classification Allows the property to be used for:

RETAIL HEMP STORE

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



03-359

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 MOBILE, ALABAMA, that Peter Susman is appointed to the History Museum of Mobile Board effective immediately for a term ending March 31, 2029.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Dogwood Productions Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dogwood Productions Inc for website accessibility software and services to meet ADA web content accessibility regulatory requirements.
CIP Citywide ADA assessments

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $47,785.00

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: Bid exempt as software and professional services

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
10007	2026	(5000) INFORMATION TECHNOLOGY	CITY WEBSITE ACCESSIBILITY SOFTWARE AND SERVICES TO MEET ADA WEB CONTENT ACCESSIBILITY REGULATORY REQUIREMENTS (BID EXEMPT AS SOFTWARE AND PROFESSIONAL SERVICES)	$47,785.00	(47069) DOGWOOD PRODUCTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010007-00 FY 2026
ACCOUNTS PAYABLE	PO 26006874
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
653 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-476-0858	
Fax 251-479-0364	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	047069				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	UPGRADE AND IMPLEMENTATION OF ADA WIDGETS AND SUPPORT TO EXISTING WEBSITE. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	PRORATED YEAR 1 INCLUDE: ACCESSWIDGET FOR 16 SITES ACCESSFLOW - CODE & CONTENT SCANNING/REMEDIATION DEVELOPMENT & IMPLEMENTATION - INCLUDES NSTALLATION. CONFIGURATION, SCANNING, AND REMEDIATION SUPPORT Additional Description Notes TO INCLUDE 16 SITES: 1. cityofmobile.org 2. mobilepd.org 3. buildmobile.org 4. mapformobile.org 5. mobiletenniscenter.net 6. maps.cityofmobile.org 7. mobilefilmoffice.com 8. stormwatermobile.org 9. azaleacitygolf.com 10. shipmobile.com 11. osi.cityofmobile.org 12. mobilemuseumofart.com 13. animalservicesmobile.com 14. opennow.buildmobile.org 15. workwith.cityofmobile.org	1.00 EACH	15795.00000	15795.00

Bill To	Requisition 00010007-00 FY 2026
ACCOUNTS PAYABLE	PO 26006874
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
653 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-476-0858	
Fax 251-479-0364	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	047069				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	16. NMMOG.org			
	TO BE PAID APRIL 25TH 2026 The Above Line Item Is For Department: FINANCE AD			
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0060 .PROFTECHNC. .			15795.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	PRORATED YEAR 2 INCLUDE: ACCESSWIDGET FOR 16 SITES ACCESSFLOW - CODE & CONTENT SCANNING/REMEDIATION DEVELOPMENT & IMPLEMENTATION - INCLUDES NSTALLATION. CONFIGURATION, SCANNING, AND REMEDIATION SUPPORT Additional Description Notes ----------	1.00 EACH	31990.00000	31990.00

Bill To	Requisition 00010007-00 FY 2026
ACCOUNTS PAYABLE	PO 26006874
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
653 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-476-0858	
Fax 251-479-0364	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	047069				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	TO BE PAID OCT 1ST 2026			
	TO INCLUDE 16 SITES:			
	1. cityofmobile.org			
	2. mobilepd.org			
	3. buildmobile.org			
	4. mapformobile.org			
	5. mobiletenniscenter.net			
	6. maps.cityofmobile.org			
	7. mobilefilmoffice.com			
	8. stormwatermobile.org			
	9. azaleacitygolf.com			
	10. shipmobile.com			
	11. osi.cityofmobile.org			
	12. mobilemuseumofart.com			
	13. animalservicesmobile.com			
	14. opennow.buildmobile.org			
	15. workwith.cityofmobile.org			
	16. NMMOG.org			
	The Above Line Item Is For Department: FINANCE AD			
1	2000.80.00.0000.0000.0000.0000.0000.42200.			
	E C0060 .PROFTECHNC. .			31990.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET

Bill To	Requisition 00010007-00 FY 2026
ACCOUNTS PAYABLE	PO 26006874
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
653 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-476-0858	
Fax 251-479-0364	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	047069				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
Requisition Link				
	Requisition Total			47785.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0060 .PROFTECHNC. .	47785.00	9728.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	47785.00	309368.81

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
CCancelled	03/25/26	ANNE FOLEY	GL Allocation changed
Forward	03/25/26	CHAD HOLM	As per discussion with Don.
Approved	03/25/26	DONALD ROSE	Approved by: 9105fola
Approved	03/25/26	CARLEEN STOUT	Auto approved by: 910516727
Approved	03/25/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/25/26	SCOTT KEARNEY	
Approved	03/25/26	UDARA JAYASENA	Auto approved by: 91057606
Forward	03/25/26	CHAD HOLM	Per discussion with Don.
Approved	03/25/26	DONALD ROSE	Approved by: 9105fola
Approved	03/25/26	CARLEEN STOUT	Auto approved by: 910516727
Approved	03/25/26	BRENDA RHODES	
Approved	03/25/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105fola
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105fola

Bill To	Requisition 00010007-00 FY 2026
ACCOUNTS PAYABLE	PO 26006874
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
DOGWOOD PRODUCTIONS INC	MIT
653 GOVERNMENT STREET	651 CHURCH STREET
	MOBILE, AL 36602
MOBILE, AL 36602	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#251-476-0858	
Fax 251-479-0364	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	047069				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/25/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	03/25/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/25/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/25/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/25/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/25/26	ANNE FOLEY			
	Approved	03/25/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Gina Gregory, Councilmember
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve agreement for the cooperative maintenance of public right of way with Alabama Department of Transportation.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. ALDOT Cooperative Maintenance Agreement Public Right of Way (Route Number US 98 Milepost 18.82)

REVIEWERS:
Jessica White
John Forrester
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Cooperative Maintenance of Public Right of Way and between the City of Mobile and the Alabama Department of Transportation. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company:	Alabama Department of Transportation
Project Name:	Alabama Department of Transportation Agreement for the Cooperative Maintenance of Public Right of Way (Route Number US-98 Mile Post 18.82)

Adopted:

_____
City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY

County Mobile

Route Number US-98

Milepost 18.82

Resolution Number _____

Associated Permits and/or Documents MB-05

_____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: ___/___/____
PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Mobile, in an effort to provide maintenance within the city limits of Mobile along Route US-98, the City of Mobile agrees to maintain sidewalk _____ _____ _____ _____ in the ALDOT right-of-way from milepost 18.77 to 18.85. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

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

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 18th day of March, 2026.

City of Mobile
Legal Name of Applicant

WITNESS:

By: _____
Authorized Signature and Title for Applicant

Spiro Cheriogotis (Mayor)
Typed or Printed Name of Signee

251-208-7395
Telephone Number

205 Government St
Address Line 1

spiro@cityofmobile.gov
Contact Email Address

Mobile, AL 36633
Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY: _____ _____ _____
Legal Counsel for Alabama Department of Transportation — Signature — Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____ _____ _____
Printed Name — Signature — Date

AREA: _____ _____ _____
Printed Name — Signature — Date

REGION: _____ _____ _____
Printed Name — Signature — Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By: _____ _____ _____
Printed Name — Signature — Date

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Forrester, City Engineer

Sponsored by:
Beau Fleming, Councilmember, District 5
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Approve agreement for cooperative maintenance of public right of way with Alabama Department of Transportation.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. ALDOT Cooperative Maintenance Agreement Public Right of Way (Route Number W I 65 Service Rd N Milepost 4.58)

REVIEWERS:
Jessica White
John Forrester
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis
Councilman Beau Fleming

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, the Agreement for Cooperative Maintenance of Public Right of Way and between the City of Mobile and the Alabama Department of Transportation. A copy of said Agreement is on file in the office of the City Clerk.

Name of Company:	Alabama Department of Transportation
Project Name:	Alabama Department of Transportation Agreement for the Cooperative Maintenance of Public Right of Way (Route Number W I-65 Service Rd. N Milepost 4.58)

Adopted:

_____
City Clerk

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY

County Mobile

Route Number W I-65 Service Rd. N

Milepost 4.58

Resolution Number _____

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: ___/___/___
PERMIT NUMBER: _____

Associated Permits and/or Documents Civil Plans, Permit Checklist, BM-111, MB-05, MB-06A MB-07, BM-174

THIS AGREEMENT, entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and The City of Mobile, in an effort to provide maintenance within the city limits of The City of Mobile along Route W I-65 S. Rd. N, the The City of Mobile agrees to maintain the 4' wide concrete sidewalk located partially in ALDOT's Right-of-Way at the southern end of the proposed Origin Bank property (119 W I-65 Service Rd. N Mobile, AL 36608) _____ in the ALDOT right-of-way from milepost 4.58 to 4.58. All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

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

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 18th day of March, 2024.

WITNESS:

The City of Mobile
Legal Name of Applicant

By:
Authorized Signature and Title for Applicant

Spiro Cheriogotis (Mayor)
Typed or Printed Name of Signee

251-208-7395
Telephone Number

spiro@cityofmobile.gov
Contact Email Address

205 Government St Mobile, AL 36633
Address Line 1

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY: _____ _____ _____
Legal Counsel for Alabama Department of Transportation — Signature — Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____ _____ _____
Printed Name — Signature — Date

AREA: _____ _____ _____
Printed Name — Signature — Date

REGION: _____ _____ _____
Printed Name — Signature — Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By: _____ _____ _____
Printed Name — Signature — Date

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Convergint Technologies for security cameras for Mobile Museum of Art.

Amount of Contract:
$61,360.47

Funding Source
General fund

ATTACHMENTS:
1. 20260323 Convergint Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Convergint Technologies

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Convergint Technologies for security cameras for Mobile Museum of Art.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $61,360.47

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): 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
8615	2026	(0560) MOBILE MUSEUM OF ART	SECURITY CAMERAS FOR MOBILE MUSEUM OF ART (AL STATE CONTRACT)	$61,360.47	(295375) CONVERGINT TECHNOLOGIES

Adopted:

_____
City Clerk

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA220000003228 AND YOUR QUOTE # JC20920886P. EMAIL PO TO: Michael Barnes michael.barnes@convergint.com			
001	FINISHED CAMERA ENCL: AVA CAP W ACC-PEN-CAP-W Vendor Item The Above Line Item Is Required By: 02/26/26	3.00 EACH	37.40000	112.20
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			112.20
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
002	FINISHED CAMERA ENCL- AVA ARM W: ACC-MNT-ARM-W	3.00 EACH	56.10000	168.30

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CONVERGINT TECHNOLOGIES 714 CAHABA VALLEY CIRCLE PELHAM,, AL 35124 UNITED STATES Tel#2515455649	MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.GOV Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item			
1	1000.50.23.0560.0560.4000.0000.0000.47010.			168.30
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
003	FINISHED CAMERA ENCL - PEL PELCO MOUNT, PENDANT ARM, 30CM LONG: PEL-WLMT1031 Vendor Item	2.00 EACH	93.71000	187.42
1	1000.50.23.0560.0560.4000.0000.0000.47010.			187.42

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CONVERGINT TECHNOLOGIES 714 CAHABA VALLEY CIRCLE PELHAM,, AL 35124 UNITED STATES Tel#2515455649	MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.GOV Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
004	FINISHED CAMERA ENCL- PEL PELCO POLE MOUNT FOR LRG PENDT WLMT: PEL-PLMT1001 Vendor Item	1.00 EACH	102.63000	102.63
1	1000.50.23.0560.0560.4000.0000.0000.47010.			102.63
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE			

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CONVERGINT TECHNOLOGIES 714 CAHABA VALLEY CIRCLE PELHAM,, AL 35124 UNITED STATES Tel#2515455649	MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.GOV Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
005	FINISHED CAMERA ENCL - IN-CEILING MOUNT FOR H6M DOME CAMERAS: H6M-MT-DCIL1 Vendor Item	16.00 EACH	36.47000	583.52
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			583.52
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
006	FINISHED CAMERAS - 4MP 30 DAYS ALTA PENDANT PTZ DOME, 30X ZOOM, 5	2.00 EACH	3229.15000	6458.30

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	YEAR WARRANTY: 4. OC-H6A-PTZ-DP30-30 Vendor Item			
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			6458.30
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
007	FINISHED CAMERAS - COMPACT W 5MP 30: COMPACTDOME-W-5MP-30 Vendor Item	41.00 EACH	560.15000	22966.15
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			22966.15

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
CONVERGINT TECHNOLOGIES 714 CAHABA VALLEY CIRCLE PELHAM,, AL 35124 UNITED STATES Tel#2515455649	MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.GOV Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
008	FINISHED CAMERAS - AVA CLOUD-NATIVE CAMERA-DOME WHITE. 5MP RESOLUTION. 30 DAYS RETENTION. UP TO 10 YEAR WARRANTY WITH AN ACTIVE AWARE LICENSE: DOME-W-5MP-30 Vendor Item	4.00 EACH	1104.15000	4416.60
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			4416.60

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CONVERGINT TECHNOLOGIES 714 CAHABA VALLEY CIRCLE PELHAM,, AL 35124 UNITED STATES Tel#2515455649	MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 MARCY.MCKEE@CITYOFMOBILE.GOV Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
009	FINISHED CAMERAS - AVA CLOUD-NATIVE CAMERA-360 WHITE. 12MP RESOLUTION. 30 DAYS RETENTION. AI-POWERED, IR AND ADVANCED MICROPHONE ARRAY, INDOOR AND OUTDOOR, UP TO 10 YEAR WARRANTY WITH AN ACTIVE AWARE LICENSE (360-W-30). Vendor Item	5.00 EACH	1189.15000	5945.75
1	1000.50.23.0560.0560.4000.0000.0000.47010.			5945.75

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 8

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
010	FINISHED CAMERAS - 5MP, 30 DAY, ALTA, WDR, DAY/NIGHT INDOOR MINIDOME, WIDE ANGLE, 2.4MM F/2.1, INTEGRATED IR, UP TO 10 YEAR WARRANTY WITH AN ACTIVE ALTA VIDEO LICENSE: 5.0C-H6M-D2-IR-30 Vendor Item	16.00 EACH	551.65000	8826.40
1	1000.50.23.0560.0560.4000.0000.0000.47010.			8826.40

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 9

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
011	FINISHED CAMERAS - 4MP 30 DAYS ALTA PENDANT PTZ DOME, 30X ZOOM, 5 YEAR WARRANTY: 4. OC-H6A-PTZ-DP30-30 Vendor Item	2.00 EACH	3229.15000	6458.30
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			6458.30
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE			

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 10

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
012	FINISHED COMPUTER AC - FULLY CONFIGURED PROFESSIONAL USB SURVEILLANCE JOYSTICK FOR FULL CONTROL OF AVIGILON CONTROL CENTER INCLUDING SHUTTLE PLAYBACK CONTROL AND DIGITAL AND CONVENTIONAL PTZ: ACC-USB-JOY-PRO Vendor Item	1.00 EACH	975.72000	975.72
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			975.72
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE			
	Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK			

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 11

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36608			
013	FINISHED COMPUTER AC - PEL PELCO POE90U1BT 90W SINGLE PORT POE: PEL-POE90U101 Vendor Item	4.00 EACH	254.95000	1019.80
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			1019.80
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608 Delivery Reference LOUIS POPE Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE ALL DELIVERIES TO LOADING DOCK MOBILE, AL 36608			
014	FREIGHT Vendor Item Inventory Item/Loc 14009	1.00 EACH	3139.38000	3139.38
	1 1000.50.23.0560.0560.4000.0000.0000.47010.			3139.38

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.23.0560.0560.4000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 12

Vendor
CONVERGINT TECHNOLOGIES
714 CAHABA VALLEY CIRCLE

PELHAM,, AL 35124
UNITED STATES
Tel#2515455649

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
MARCY.MCKEE@CITYOFMOBILE.GOV

Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608
Delivery Reference
LOUIS POPE

Deliver To
MUSEUM OF ART
4850 MUSEUM DRIVE
ALL DELIVERIES TO LOADING DOCK
MOBILE, AL 36608

Requisition Link

Requisition Total 61360.47

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

Account	Amount	Remaining Budget
1000.50.23.0560.0560.4000.0000.0000.47010.	61360.47	368437.49
MOBILE MUSEUM OF ART EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	02/26/26	LIANNE KENNEY	Auto approved by: 910520397
Approved	02/26/26	JON CARFAGNO	Thank you!
Approved	02/26/26	CORY ADAIR	Auto approved by: 910520397
Approved	03/20/26	LIANNE KENNEY	Auto approved by: 910520397
Approved	03/20/26	JON CARFAGNO	Thank you!

Bill To	Requisition 00008615-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.23.0560.0560.4000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CONVERGINT TECHNOLOGIES	MUSEUM OF ART
714 CAHABA VALLEY CIRCLE	4850 MUSEUM DRIVE
	ALL DELIVERIES TO LOADING DOCK
	MOBILE, AL 36608
PELHAM,, AL 35124	MARCY.MCKEE@CITYOFMOBILE.GOV
UNITED STATES	
Tel#2515455649	Delivery Reference
	LOUIS POPE
	Deliver To
	MUSEUM OF ART
	4850 MUSEUM DRIVE
	ALL DELIVERIES TO LOADING DOCK
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/20/26	295375	03/20/26			MOBILE MUSEUM OF ART

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/20/26	CORY ADAIR		Auto approved by: 910520397	
	Unknown	03/20/26	ANNE FOLEY			
	Rejected	03/20/26	ANNE FOLEY		ITEMIZE PER STATE CONTRACT	
	Approved	03/20/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	03/20/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	03/20/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	03/20/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/20/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/20/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/20/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/20/26	ANNE FOLEY			
	Approved	03/20/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
MA Video Surveillance Cameras, Parts and Accessories

Type
Master Agreement

Supplier
Convergint Technologies LLC

Contract Code
MA220000003228

Linked Solicitation
MA Video Surveillance Cameras, Parts and Accessories

Sourcing Number
SRC0000007735

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@procurement.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Joe	Collison	joe.collison@convergint.com	256-452-1542
Lisa	Eddy	lisa.eddy@convergint.com	205-364-1934
Michael	Barnes	michael.barnes@convergint.com	2515455649
Becca	Klap	becca.klap@convergint.com	6163200559
Becca	Klap	becca.klap@convergint.com	616-320-0559

5 Record(s)

Contract Scope

Contract Validity

Organizations
State of Alabama

Start Date
8/9/2022

End Date
8/8/2027

Documents

- RFB Video Surveillance Cameras and Related Equip MA Terms and Cond 080822.pdf
- Convergint Tech Video Surveillance Cameras MA Attachment with Discounts 081522.docx

Items

Item Name	Product Code		UOM
Avigilon - Camera, Video Surveillance, Indoor/Outdoor, Parts And Accessories	I1_2	0.00	USD
Pelco - Camera, Video Surveillance, Indoor/Outdoor, Parts And Accessories	I1_3	0.00	USD
Bosch - Camera, Video Surveillance, Indoor/Outdoor, Parts And Accessories	I1_4	0.00	USD
Milestones Systems - Camera, Video Surveillance, Indoor/Outdoor, Parts And Accessories	I1_6	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Emergency Equipment Professional Inc for repair parts for collision damage to 2017 Pierce Enforcer fire pumper truck.

Amount of Contract:
$17,522.98

Funding Source
General fund.

ATTACHMENTS:
1. 20260324 EEP Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Emergency Equipment Professional Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc for repair parts for collision damage to 2017 Pierce Enforcer fire pumper truck.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,522.98

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.

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
9874	2026	(1510) FIRE ADMINISTRATION	REPAIR PARTS FOR COLLISION DAMAGE TO 2017 PIERCE ENFORCER FIRE PUMPER TRUCK (PRICE BELOW BID REQUIREMENT)	$17,522.98	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009874-00 FY 2026 PO 26006746 Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Converted Page 1

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	E-8/ASSET 75530; Parts: Bumper, Frt, Chigo, SA315,2,600; QUOTE:227881	1.00 EACH	3645.00000	3645.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			3645.00
	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	E-8/ASSET 75530; Parts: Support, Deckplate, F-B, Bumper; QUOTE:227881	1.00 EACH	183.73000	183.73
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			183.73
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
003	E-8/ASSET 75530; Parts: BRKT, SIREN, CTR; QUOTE:227881	1.00 EACH	207.92000	207.92
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			207.92
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	E-8/ASSET 75530; Parts: BRACKET, SIREN, RH; QUOTE:227881	1.00 EACH	30.33000	30.33
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			30.33

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	E-8/ASSET 75530; Parts:Support, RR Deckplate, Universal; QUOTE:227881	1.00 EACH	1166.09000	1166.09
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1166.09
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	E-8/ASSET 75530; Parts:SUPPORT, END, BUMPER, RH; QUOTE:227881	1.00 EACH	30.33000	30.33

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			30.33

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

007	E-8/ASSET 75530; Parts:BACKING ASSY, BUMPER, THRU MNT.; QUOTE:227881	1.00 EACH	1017.68000	1017.68
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1017.68

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

008	E-8/ASSET 75530; Parts: DECKPLATE,	1.00	506.21000	506.21

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	4WAY, RH,29W, TRY19; QUOTE:227881	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			506.21
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	E-8/ASSET 75530; PARTS: GUARD,	1.00	251.46000	251.46
	RADIATOR, GRILLE BM; QUOTE:227881	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			251.46
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	E-8/ASSET 75530; PARTS: BRKT, MOUNTING,WHELEN, SA315P; QUOTE:227881	1.00 EACH	50.74000	50.74
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			50.74
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	E-8/ASSET 75530; PARTS:BRKT,MTG, WHELEN, SA315P, RR, ADJ; QUOTE:227881	1.00 EACH	55.67000	55.67
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			55.67
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 7

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
012	E-8/ASSET 75530; PARTS: Front Skin, One Piece Quad, Turn; QUOTE:227881	1.00 EACH	1356.46000	1356.46
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			1356.46
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	E-8/ASSET 75530; PARTS: HINGE,CAB DR, FRONT; QUOTE:227881	1.00 EACH	143.33000	143.33
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			143.33

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 8

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014	E-8/ASSET 75530; PARTS: RUBBER D SECT LG DOOR SEAL; QUOTE:227881	122.00 EACH	0.52000	63.44
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			63.44
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	E-8/ASSET 75530; PARTS: SEAL, CAB, DOOR, BOTTOM, PRIMARY; QUOTE:227881	27.00 EACH	0.58000	15.66

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 9

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			15.66

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

016	E-8/ASSET 75530; PARTS: Seal, Door, D Section, 100' Roll.; QUOTE:227881	7.00 EACH	1.67000	11.69
1	1000.30.15.1510.1510.1510.0000.0000.45050.			11.69

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 10

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
017	E-8/ASSET 75530; PARTS: FRAME, STEP BOX, FRONT, RH; QUOTE:227881	1.00 EACH	238.64000	238.64
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			238.64

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

LN	Description / Account	Qty	Unit Price	Net Price
018	E-8/ASSET 75530; PARTS:PLATE, MTG, WASHER BOTTLE, 10XA; QUOTE:227881	1.00 EACH	67.03000	67.03
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			67.03

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 11

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
019	E-8/ASSET 75530; PARTS:WASHER ASSY, REMOTE FILL-QUANTM; QUOTE:227881	1.00 EACH	89.33000	89.33
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			89.33
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
021	E-8/ASSET 75530; PARTS: Step Lopwer, Front, Half Door.; QUOTE:227881	1.00 EACH	416.03000	416.03
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			416.03
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 12

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
022	E-8/ASSET 75530; PARTS: BOLT,.	5.00	2.92000	14.60
	31-18NC, HX HD CS,G8, YWZC;	EACH		
	QUOTE:227881			
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			14.60
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
023	E-8/ASSET 75530; PARTS: WASHER REG	5.00	0.10000	0.50
	LCK, YWZC; QUOTE:227881	EACH		
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			.50

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 13

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
024	E-8/ASSET 75530; PARTS: WASHER, FLT, SAE HARD, YWZC; QUOTE:227881	5.00 EACH	0.10000	0.50
1	1000.30.15.1510.1510.1510.0000.0000.45050.			.50
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
025	E-8/ASSET 75530; PARTS: FENDER CROWN, 28.44R, SS; QUOTE:227881	1.00 EACH	600.50000	600.50

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			600.50

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

026	E-8/ASSET 75530; PARTS: WELTING, FENDER CROWN; QUOTE:227881	120.00 EACH	0.70000	84.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			84.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

027	E-8/ASSET 75530; PARTS: SCREW, 10-24,T25,PN HD,TFS, SS;	11.00 EACH	0.88000	9.68

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 15

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	QUOTE:227881			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			9.68
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
028	E-8/ASSET 75530; PARTS: WASHER, FENDER, S/s; QUOTE:227881	11.00 EACH	0.10000	1.10
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1.10
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 16

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
029	E-8/ASSET 75530; PARTS:WASHER FLAT, NYLON, MOLDED BLACK; QUOTE:227881	11.00 EACH	0.10000	1.10
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			1.10
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
030	E-8/ASSET 75530; PARTS: Light, LED, Side/Turn Marker, Amb; QUOTE:227881	1.00 EACH	141.17000	141.17
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			141.17
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 17

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
031	E-8/ASSET 75530; PARTS: LIGHT, LED, 600 SERIES, RR/CLR; QUOTE:227881	1.00 EACH	151.24000	151.24
1	1000.30.15.1510.1510.1510.0000.0000.45050.			151.24

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

LN	Description / Account	Qty	Unit Price	Net Price
032	E-8/ASSET 75530; PARTS: BEZEL, LIGHT, WHELEN 600; QUOTE:227881	1.00 EACH	27.04000	27.04
1	1000.30.15.1510.1510.1510.0000.0000.45050.			27.04

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 18

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
033	E-8/ASSET 75530; PARTS: REFLECTOR, AMB, SELF-ADHESIVE; QUOTE:227881	2.00 EACH	6.77000	13.54
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			13.54
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
034	E-8/ASSET 75530; PARTS: TRIM, RUBBER, WINDOW, BONDED; QUOTE:227881	300.00 EACH	0.41000	123.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			123.00

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 19

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
035	E-8/ASSET 75530; PARTS: Windshield, Guardian, Enforcer; QUOTE:227881	1.00 EACH	2554.06000	2554.06
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2554.06
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
036	E-8/ASSET 75530; PARTS:TAPE, REFL, 680CR, BLK,6 IN WX25'; QUOTE:227881	1.00 EACH	355.00000	355.00

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 20

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV
USA	
Tel#205-685-8200	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			355.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
037	E-8/ASSET 75530; PARTS:GRAPHICS PACKAGE; QUOTE:227881	1.00 EACH	3024.18000	3024.18
1	1000.30.15.1510.1510.1510.0000.0000.45050.			3024.18
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
038	FREIGHT	1.00	875.00000	875.00

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 21

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Additional Description Notes --- QUOTE:227881 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			875.00
	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 17522.98

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	17522.98	2312085.07
FIRE ADMINISTRATION EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	03/23/26	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00009874-00 FY 2026
ACCOUNTS PAYABLE	PO 26006746
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 22

Vendor
EMERGENCY EQUIPMENT PROFESSIONAL, INC
6441 HWY 51 NORTH

HORN LAKE, MS 38637
USA
Tel#205-685-8200

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
CASSANDRA.WILLIAMS@CITYOFMOBILE.GOV

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294963				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/23/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/23/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/23/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/23/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/23/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/23/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/23/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/23/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Communications International Inc for 10 L3Harris XL-45P portable radios with accessories for Public Services - Stormwater.

Amount of Contract:
$24,901.40

Funding Source
General fund

ATTACHMENTS:
1. 20260324 Communications Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Communications International Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Communications International Inc for 10 L3Harris XL-45P portable radios with accessories for Public Services - Stormwater.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,901.40

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): 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
8792	2026	(2096) STORMWATER	10 L3HARRIS XL-45P PORTABLE RADIOS WITH ACCESSORIES FOR PUBLIC SERVICES – STORMWATER (AL STATE CONTRACT)	$24,901.40	(297103) COMMUNICATIONS INTERNATIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
COMMUNICATIONS INTERNATIONAL INC
4450 US HWY 1

VERO BEACH, FL 32967

Tel#772-794-4251
Fax 772-794-4251

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE: QO0042579 STATE CONTRACT: MA230000003334-2			
	VS000006167: Communications International, Inc.			
001	PORTABLE, XL-45P, 7/800MHZ, GRAY	10.00	1702.00000	17020.00
	ITEM: XK=PF78B	EACH		
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			17020.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	OPERATION, LOAD NIFOG PERSONALITY	10.00	0.01000	0.10
	ITEM: XK-FW2X	EACH		
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			.10

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
COMMUNICATIONS INTERNATIONAL INC
4450 US HWY 1

VERO BEACH, FL 32967

Tel#772-794-4251
Fax 772-794-4251

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	FEATURE, P25 PHASE 2 TDMA ITEM: XK-PL4F	10.00 EACH	203.50000	2035.00
1	1000.40.20.2070.2096.2070.0000.0000.44020.			2035.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PUBLIC WORKS ADMIN.
4450 US HWY 1	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERO BEACH, FL 32967	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#772-794-4251	
Fax 772-794-4251	
	Deliver To
	PUB WORKS-STORM DRAIN & H E
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
004	FEATURE, ENCRYPTION LITE ITEM: XK-PL8Y	10.00 EACH	0.01000	0.10
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			.10
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XK-PL9E	10.00 EACH	0.01000	0.10
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			.10
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To			

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910521901
	Status: Approved Page 4

Vendor
COMMUNICATIONS INTERNATIONAL INC
4450 US HWY 1

VERO BEACH, FL 32967

Tel#772-794-4251
Fax 772-794-4251

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	FEATURE, SINGLE-KEY DES ENCRYPTION ITEM: XK-PL4U	10.00 EACH	0.01000	0.10
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			.10
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	BATTERY, LI-ION, 3100MAH ITEM: XK-PA3R	20.00 EACH	114.70000	2294.00
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			2294.00

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PUBLIC WORKS ADMIN.
4450 US HWY 1	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERO BEACH, FL 32967	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#772-794-4251	
Fax 772-794-4251	
	Deliver To
	PUB WORKS-STORM DRAIN & H E
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	BELT CLIP, STANDARD, XL-45 ITEM: XK-HC2G	20.00 EACH	14.80000	296.00
1	1000.40.20.2070.2096.2070.0000.0000.44020.			296.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 6

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
009	ANTENNA, WHIP, 1/2 WAVE, 762-840MHZ ITEM: XK-NC8D	10.00 EACH	44.40000	444.00
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			444.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	SPEAKER, MIC ITEM: XK-AE9D	10.00 EACH	155.40000	1554.00
	1 1000.40.20.2070.2096.2070.0000.0000.44020.			1554.00
	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 Deliver To			

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2096.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 7

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 4450 US HWY 1 VERO BEACH, FL 32967 Tel#772-794-4251 Fax 772-794-4251	PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	CHARGER, 1-BAY, TRICHEMISTRY ITEM: XK-CH5X	10.00 EACH	125.80000	1258.00
1	1000.40.20.2070.2096.2070.0000.0000.44020.			1258.00

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 24901.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.44020. STORMWATER EXP OPERATING SUPPLIES	24901.40	3911396.88

Bill To	Requisition 00008792-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PUBLIC WORKS ADMIN.
4450 US HWY 1	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
VERO BEACH, FL 32967	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#772-794-4251	
Fax 772-794-4251	
	Deliver To
	PUB WORKS-STORM DRAIN & H E
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				STORMWATER

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/03/26	MATTHEW ANDERSON	
Approved	03/03/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	03/03/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/23/26	DONALD ROSE	Auto approved by: 910521901
Approved	03/23/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	03/23/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	03/23/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	03/23/26	JAMES NEESE	Auto approved by: 910521901
Approved	03/23/26	PATRICIA KENNEDY-JONES	
Approved	03/23/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	03/23/26	ANNE FOLEY	Auto approved by: 910521901
Approved	03/23/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Two Way Radio - L3Harris -

Type
Master Agreement

Supplier
L3Harris Technologies, Inc.

Contract Code
MA230000003334-2

Linked Solicitation
Two Way Radio

Sourcing Number
SRC0000008282

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@procurement.alabama.gov	334-353-8379

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Marilyn	Brannan	marilyn.brannan@l3harris.com	4343852866
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Sheri	Fox	sheri.fox@l3harris.com	4348182525

4 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/6/2022

End Date
9/30/2026

Documents

- TnC - Contract.xml
- TnC - Contract.xml
- TnC - Contract.xml
- L3Harris Fulfilment.docx
- L3Harris_Fulfilment.docx
- TnC_-_Contract (11).pdf
- MA230000003334-2_Master_Agreement__V1.pdf
- MA230000003334-2_Renewed_Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
L3Harris Radio 26% Discount	MA220000003334-1	0.00	Each
L3Harris Accessory 26% Discount	MA220000003334-2	0.00	Each
L3Harris Software 0% Discount	MA220000003334-3	0.00	Each
L3Harris Labor 0% Discount	MA220000003334-4	0.00	Each
L3Harris Infrastructure 26% Discount	MA220000003334-5	0.00	Each

State of Alabama
Department of Finance
Office of the Chief Procurement Officer
Master Agreement

Contract Information			
Contract Name			
State Contract Number:	MA230000003334	Begin Date: 10/1/2022	End Date: 9/30/2024
L3Harris Technologies Inc (VC000046248)		Contact Name: Sheri Fox Contact Email: sheri.fox@l3harris.com	
Item Name		Product Code / Line Number	
Line 1 L3Harris Radio 26% Line 2 L3Harris Accessory 26% Line 3 L3Harris Software 0% Line 4 L3Harris Labor 0% Line 5 L3Harris Infrastructure 26%		MA230000003334-1 MA230000003334-2 MA230000003334-3 MA230000003334-4 MA230000003334-5	

Fulfillment Supplier
Communications International, Inc Williams Communications Inc



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Communications International Inc for 20 L3Harris XL-45P portable radios with accessories for Public Services - Asphalt.

Amount of Contract:
$49,802.80

Funding Source
General fund

ATTACHMENTS:
1. 20260324 Communications2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Communications International Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Communications International Inc for 20 L3Harris XL-45P portable radios with accessories for Public Services - Asphalt.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $49,802.80

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): 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
8794	2026	(2086A) STORMWATER	20 L3HARRIS XL-45P PORTABLE RADIOS WITH ACCESSORIES FOR PUBLIC SERVICES – STORMWATER (AL STATE CONTRACT)	$49,802.80	(297103) COMMUNICATIONS INTERNATIONAL, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
COMMUNICATIONS INTERNATIONAL INC
2150 15TH AVE

VERO BEACH, FL 32960

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE: QO0042595 STATE CONTRACT: MA230000003334-2			
	VS000006167: Communications International, Inc.			
001	PORTABLE, XL-45P, 7/800MHZ, GRAY	20.00	1702.00000	34040.00
	ITEM: XK-PF78B	EACH		
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			34040.00
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	OPERATION, LOAD NIFOG PERSONALITY	20.00	0.01000	0.20
	ITEM: XK-FW2X	EACH		
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			.20

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 2

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 2150 15TH AVE VERO BEACH, FL 32960	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	FEATURE, P25 PHASE 2 TDMA ITEM: XK-PL4F	20.00 EACH	203.50000	4070.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			4070.00
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 3

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 2150 15TH AVE VERO BEACH, FL 32960	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
004	FEATURE, ENCRYPTION LITE ITEM: XK-PL8Y	20.00 EACH	0.01000	0.20
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			.20
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	FEATURE, SINGLE-KEY AES ENCRYPTION ITEM: XK-PL9E	20.00 EACH	0.01000	0.20
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			.20
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor
COMMUNICATIONS INTERNATIONAL INC
2150 15TH AVE

VERO BEACH, FL 32960

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	FEATURE, SINGLE-KEY DES ENCRYPTION ITEM: XK-PL4U	20.00 EACH	0.01000	0.20
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			.20
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	BATTERY, LI-ION, 3100MAH ITEM: XK-PA3R	40.00 EACH	114.70000	4588.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			4588.00

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 5

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 2150 15TH AVE VERO BEACH, FL 32960	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	BELT CLIP, STANDARD, XL-45 ITEM: XK-HC2G	40.00 EACH	14.80000	592.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			592.00
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 6

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC 2150 15TH AVE VERO BEACH, FL 32960	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
009	ANTENNA, WHIP, 1/2 WAVE, 762-870MHZ ITEM: CK-NC8D	20.00 EACH	44.40000	888.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			888.00
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	SPEAKER MIC ITEM: XK-AE9D	20.00 EACH	155.40000	3108.00
	1 1000.40.20.2070.2086.2070.0000.0000.44020.			3108.00
	Ship To PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 7

Vendor
COMMUNICATIONS INTERNATIONAL INC
2150 15TH AVE

VERO BEACH, FL 32960

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-STORM DRAIN & H E 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	CHARGER, 1-BAY, TRI-CHEMISTRY ITEM: XK-CH5X	20.00 EACH	125.80000	2516.00
1	1000.40.20.2070.2086.2070.0000.0000.44020.			2516.00

Ship To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STORM DRAIN & H E
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 49802.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020. PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES	49802.80	1864156.98

Bill To	Requisition 00008794-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
COMMUNICATIONS INTERNATIONAL INC	PUB WORKS-STORM DRAIN & H E
2150 15TH AVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
VERO BEACH, FL 32960	
	Deliver To
	PUB WORKS-STORM DRAIN & H E
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/02/26	297103				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/03/26	MATTHEW ANDERSON	
Approved	03/03/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	03/03/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/23/26	DONALD ROSE	Auto approved by: 910521901
Approved	03/23/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	03/23/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	03/23/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	03/23/26	JAMES NEESE	Auto approved by: 910521901
Approved	03/23/26	PATRICIA KENNEDY-JONES	
Approved	03/23/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	03/23/26	ANNE FOLEY	Auto approved by: 910521901
Approved	03/23/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Two Way Radio - L3Harris -

Type
Master Agreement

Supplier
L3Harris Technologies, Inc.

Contract Code
MA230000003334-2

Linked Solicitation
Two Way Radio

Sourcing Number
SRC0000008282

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@procurement.alabama.gov	334-353-8379

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Marilyn	Brannan	marilyn.brannan@l3harris.com	4343852866
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Morgan	Shannon	Morgan.Shannon@L3Harris.com	843-513-7997
Sheri	Fox	sheri.fox@l3harris.com	4348182525

4 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
10/6/2022

End Date
9/30/2026

Documents

- TnC - Contract.xml
- TnC - Contract.xml
- TnC - Contract.xml
- L3Harris Fulfilment.docx
- L3Harris_Fulfilment.docx
- TnC_-_Contract (11).pdf
- MA230000003334-2_Master_Agreement__V1.pdf
- MA230000003334-2_Renewed_Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
L3Harris Radio 26% Discount	MA220000003334-1	0.00	Each
L3Harris Accessory 26% Discount	MA220000003334-2	0.00	Each
L3Harris Software 0% Discount	MA220000003334-3	0.00	Each
L3Harris Labor 0% Discount	MA220000003334-4	0.00	Each
L3Harris Infrastructure 26% Discount	MA220000003334-5	0.00	Each

State of Alabama
Department of Finance
Office of the Chief Procurement Officer
Master Agreement

Contract Information			
Contract Name			
State Contract Number:	MA230000003334	Begin Date: 10/1/2022	End Date: 9/30/2024
L3Harris Technologies Inc (VC000046248)		Contact Name: Sheri Fox Contact Email: sheri.fox@l3harris.com	
Item Name		Product Code / Line Number	
Line 1 L3Harris Radio 26% Line 2 L3Harris Accessory 26% Line 3 L3Harris Software 0% Line 4 L3Harris Labor 0% Line 5 L3Harris Infrastructure 26%		MA230000003334-1 MA230000003334-2 MA230000003334-3 MA230000003334-4 MA230000003334-5	

Fulfillment Supplier
Communications International, Inc Williams Communications Inc

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Classic Paint & Body Inc for repair services for collision damage to 2017 Pierce Enforcer fire pumper truck.

Amount of Contract:
$17,531.75

Funding Source
General fund.

ATTACHMENTS:
1. 20260324 Classic Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Classic Paint & Body Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Classic Paint & Body Inc for repair services for collision damage to 2017 Pierce Enforcer fire pumper truck.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,531.75

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.

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
9872	2026	(1510) FIRE ADMINISTRATION	REPAIR SERVICES FOR COLLISION DAMAGE TO 2017 PIERCE ENFORCER FIRE PUMPER TRUCK (PRICE BELOW BID REQUIREMENT)	$17,531.75	(294881) CLASSIC PAINT & BODY INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	E-8/ASSET 75530; Paint/Materials; Estimate: 26988985	1.00 EACH	1820.00000	1820.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			1820.00
	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	E-8/ASSET 75530; Hazardous Waste Disposal; Estimate: 26988985	1.00 EACH	5.00000	5.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			5.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
003	FREIGHT	1.00 EACH	1200.00000	1200.00
	Additional Description Notes			
	Estimate #: 26988985			
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1200.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
004	E-8/ASSET 75530; Shop Materials;	1.00 EACH	320.00000	320.00
	Estimate: 26988985			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			320.00

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	E-8/ASSET 75530; Refinish Labor: Masks for Overspray; Estimate: 26988985	1.00 EACH	30.00000	30.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			30.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	E-8/ASSET 75530; PARTS: BLACK REFLETIVE STRIPE; Estimate:	1.00 EACH	443.75000	443.75

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
CLASSIC PAINT & BODY INC	FIRE CENTRAL SUPPLY
P O BOX 545	2851 OLD SHELL ROAD
	MOBILE, AL 36607
WILMER, AL 36587	
Tel#251-649-3607	
Fax 251-649-3602	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	26988985			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			443.75
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	E-8/ASSET 75530; Body Labor: BLACK REFLETIVE STRIPE; Estimate:	101.60 EACH	105.00000	10668.00
	26988985			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			10668.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 5

Vendor
CLASSIC PAINT & BODY INC
P O BOX 545

WILMER, AL 36587

Tel#251-649-3607
Fax 251-649-3602

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
008	E-8/ASSET 75530; Refinish Labor; Estimate: 26988985	29.00 EACH	105.00000	3045.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			3045.00

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 17531.75

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	17531.75	2312085.07
FIRE ADMINISTRATION EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	03/23/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/23/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/23/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/23/26	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To	Requisition 00009872-00 FY 2026
ACCOUNTS PAYABLE	PO 26006745
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 6

Vendor
CLASSIC PAINT & BODY INC
P O BOX 545

WILMER, AL 36587

Tel#251-649-3607
Fax 251-649-3602

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/26	294881				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/23/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/23/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/23/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/23/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/23/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Gladiator Forensics LLC for annual renewal of cellular-data location and analytics software for Gulf Coast Technology Center.

Amount of Contract:
$23,675.00

Funding Source
General fund

ATTACHMENTS:
1. 20260323 Gladiator Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 31 March 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 Gladiator Forensics LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Gladiator Forensics LLC for annual renewal of cellular-data location and analytics software for Gulf Coast Technology Center.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,675.00

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: Price below bid requirement. Bid exempt as software.

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
8438	2026	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF CELLULAR-DATA LOCATION AND ANALYTICS SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	$23,675.00	(294271) GLADIATOR FORENSICS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008438-00 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: Approved Page 1

Vendor	Ship To
GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL PER ATTACHED QUOTE #GCTC-2026. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- H-ESPA Hosted ESPA Single User License BEGINNING: 7/25/26 ENDING: 7/25/27 Vendor Item Inventory Item/Loc 1723	3.00 EACH	2250.00000	6750.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			6750.00
	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			

Bill To	Requisition 00008438-00 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: Approved Page 2

Vendor	Ship To
GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- H-RT-PKG Real Time Package (ESPA, ST, Sentinel) Real Time Package (ESPA, ST, Sentinel) BEGINNING: 7/25/26 ENDING: 7/25/27 Vendor Item Inventory Item/Loc 1723	1.00 EACH	6580.00000	6580.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			6580.00
	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			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	3000.00000	3000.00

Bill To	Requisition 00008438-00 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: Approved Page 3

Vendor	Ship To
GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	--- H-IQ-10 IQEP (2-10 Users) IQEP (2-10 concurrent licenses) BEGINNING: 7/25/26 ENDING: 7/25/27 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			3000.00
	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	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- H-ACCESS PRTT Network Access PRTT Network Access (max 25 concurrent PRTT)	1.00 EACH	6250.00000	6250.00

Bill To	Requisition 00008438-00 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: Approved Page 4

Vendor	Ship To
GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	BEGINNING: 7/25/26 ENDING: 7/25/27 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			6250.00
	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	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- H-APP-1 G-Scout Mobile App (single user) G-Scout Mobile App (single user) BEGINNING: 7/25/26 ENDING: 7/25/27 Vendor Item Inventory Item/Loc 1723	3.00 EACH	365.00000	1095.00

Bill To	Requisition 00008438-00 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: Approved Page 5

Vendor
GLADIATOR FORENSICS LLC
2263 W NEW HAVEN AVE #333

MELBOURNE, FL 32904

Tel#321-821-5353
Fax 321-821-1956

Ship To
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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1502.1502.1502.0000.0000.42115.			1095.00

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

Requisition Link

Requisition Total 23675.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	23675.00	1248624.89

GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	02/23/26	JASON SMITH	Reviewed and Approved
Approved	02/23/26	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/25/26	ROBERT LASKY	Auto approved by: 91055580
Approved	02/25/26	CURTIS GRAVES	NA
Approved	03/20/26	DONALD ROSE	Auto approved by: 9105fola
Approved	03/20/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/20/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	03/20/26	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To	Requisition 00008438-00 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: Approved Page 6

Vendor	Ship To
GLADIATOR FORENSICS LLC 2263 W NEW HAVEN AVE #333 MELBOURNE, FL 32904 Tel#321-821-5353 Fax 321-821-1956	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
02/23/26	294271	03/13/26			GULF COAST TECHNOLOGY CENTE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/20/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/20/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/20/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/20/26	ANNE FOLEY			
	Approved	03/20/26	JOHN PAINE		Auto approved by: 9105fola	
	Approved	03/20/26	ANNE FOLEY		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Secure Land & Tree LLC for storm drainage vegetation and debris removal - Challen Circle North to Montfort Road West

Amount of Contract:
$26,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260324 Secure Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Secure Land & Tree LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Secure Land & Tree LLC for storm drainage vegetation and debris removal - Challen Circle North to Montfort Road West

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,000.00

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: 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
9892	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – CHALLEN CIRCLE NORTH TO MONTFORT ROAD WEST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$26,000.00	(300087) SECURE LAND & TREE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00009892-00 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 1

Vendor	Ship To
SECURE LAND & TREE LLC	PUBLIC WORKS ADMIN.
10820 CREEK RIDGE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
PENSACOLA, FL 32506	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#850-281-3973	
	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
03/23/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-64 CHALLEN CIR N TO MONTFORT RD W	1.00 EACH	26000.00000	26000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			26000.00

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 26000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	26000.00	3911396.88
STORMWATER EXP	DITCH MAINTENANCE	

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

Activity	Date	Clerk	Comment
Approved	03/23/26	MATTHEW ANDERSON	

Bill To	Requisition 00009892-00 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
SECURE LAND & TREE LLC	PUBLIC WORKS ADMIN.
10820 CREEK RIDGE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
PENSACOLA, FL 32506	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#850-281-3973	
	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
03/23/26	300087				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/23/26	SHONNDA SMITH		Auto approved by: 910516584	
	Approved	03/23/26	CHERI BOUCHER		Auto approved by: 910516584	
	Approved	03/23/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/23/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/23/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/23/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/23/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/23/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/23/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/23/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/23/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

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 to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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 name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

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

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

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

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

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

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

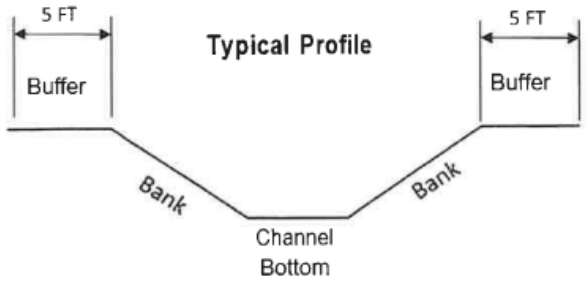
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

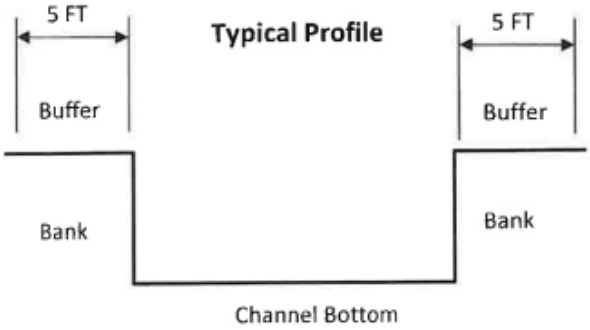
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



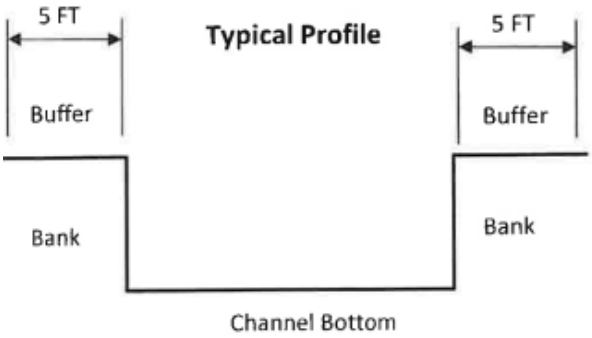
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



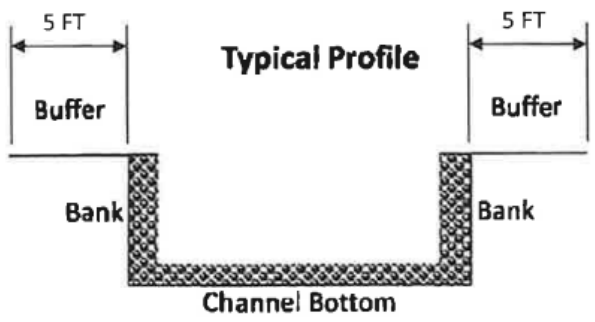
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



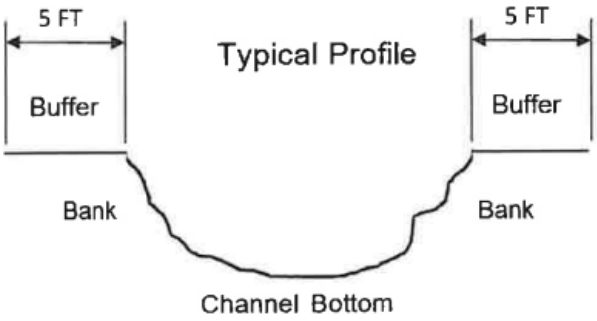
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Safe Haven Co, LLC for storm drainage vegetation and debris removal - Durande Drive to Eslava Creek

Amount of Contract:
$22,000.00

Funding Source
General fund

ATTACHMENTS:
1. 20260325 Safe Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Safe Haven Co, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Safe Haven Co, LLC for storm drainage vegetation and debris removal - Durande Drive to Eslava Creek
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $22,000.00

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: 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
9979	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DURANDE DRIVE TO ESLAVA CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$22,000.00	(300101) SAFE HAVEN CO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009979-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910521901
	Status: Approved Page 1

Vendor
SAFE HAVEN CO. LLC
2009 WOLFRIDGE ROAD

MOBILE, AL 36618

Tel#251.447.7802

Ship To
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
03/25/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-68 DURANDE DR TO ESLAVA CREEK Additional Description Notes --- DISTRICT 2	1.00 EACH	22000.00000	22000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			22000.00

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 22000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	22000.00	3831902.72
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009979-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SAFE HAVEN CO. LLC	PUBLIC WORKS ADMIN.
2009 WOLFRIDGE ROAD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36618	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251.447.7802	
	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
03/25/26	300101				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/25/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/25/26	SHONNDA SMITH	
Approved	03/25/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/25/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/25/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/25/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/25/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/25/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

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 to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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 name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

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

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

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

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

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

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

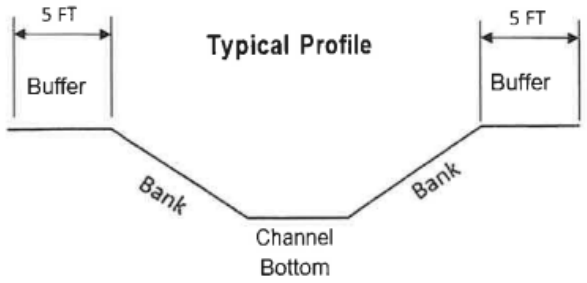
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

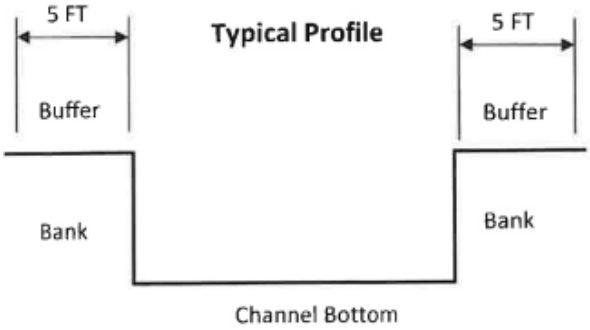
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



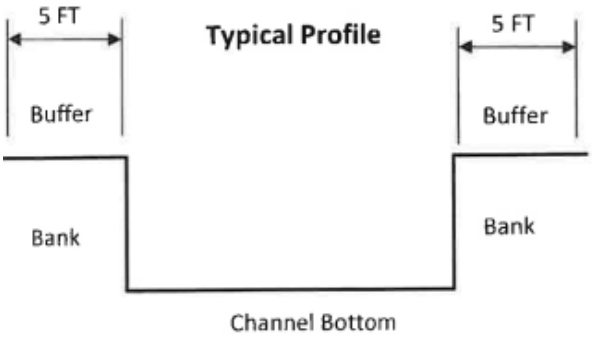
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



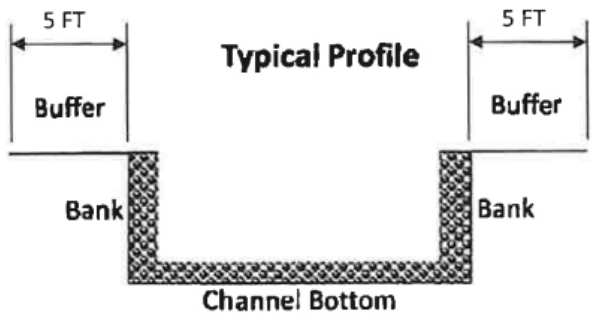
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



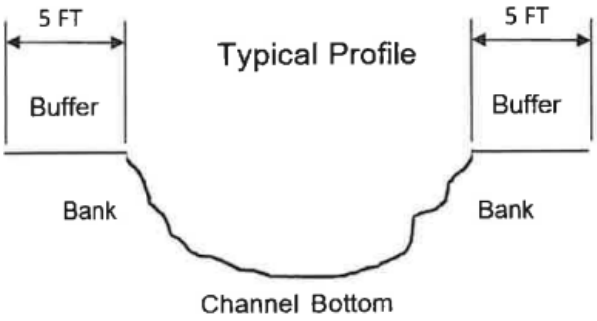
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Invasive Management Services, Inc., for storm drainage vegetation and debris removal - Dawes Road to Bobwhite Trail.

Amount of Contract:
$29,848.37

Funding Source
General fund.

ATTACHMENTS:
1. 20260325 Invasive Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Invasive Management Services, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Invasive Management Services, Inc., for storm drainage vegetation and debris removal - Dawes Road to Bobwhite Trail.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $29,848.37

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
9971	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – DAWES ROAD TO BOBWHITE TRAIL (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$29,848.37	(294197) INVASIVE MANAGEMENT SERVICES, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009971-00 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
IMS INVASIVE MANAGEMENT SERVICES 7920 SCHILLINGER PARK RD MOBILE, AL 36608 UNITED STATES	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
03/25/26	294197				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-66 DAWES RD TO BOBWHITE TRAIL Additional Description Notes --- DISTRICT 6	1.00 EACH	29848.37000	29848.37
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			29848.37

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 29848.37

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	29848.37	3831902.72
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00009971-00 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
IMS INVASIVE MANAGEMENT SERVICES	PUBLIC WORKS ADMIN.
7920 SCHILLINGER PARK RD	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
UNITED STATES	
	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
03/25/26	294197				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/25/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/25/26	SHONNDA SMITH	
Approved	03/25/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/25/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/25/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/25/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/25/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/25/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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E-VERIFY AFFIDAVIT	EXHIBIT C
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ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

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 to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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 name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

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

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

7. The CITY may appoint such inspectors, assistants, or representatives as it deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

   Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials.

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

   City of Mobile
   Public Services Maintenance
   Attn. Jason Donovan,
   Program Manager
   1900 Hurtel Street
   Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

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

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. 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 this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

14. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including signpost and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

1. This project is being quoted EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings on the Accounting of Sales Tax Form attached herein, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. The Quote Proposal shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Quote Proposal for the Work. No additional amount shall be added to the Agreement because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required, Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the Quote Proposal form as follows:

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

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

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of: _____

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows:

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. **Environmental Conditions.**

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. **Assumption of Risk.**

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

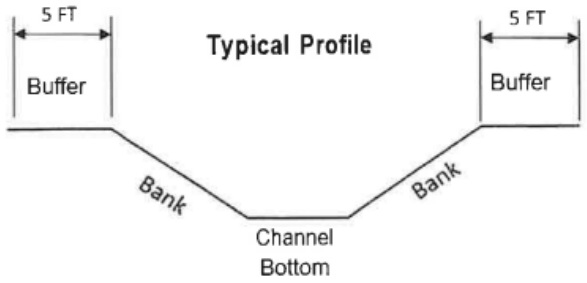
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

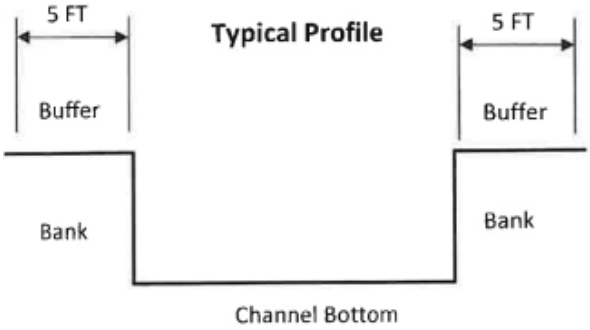
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



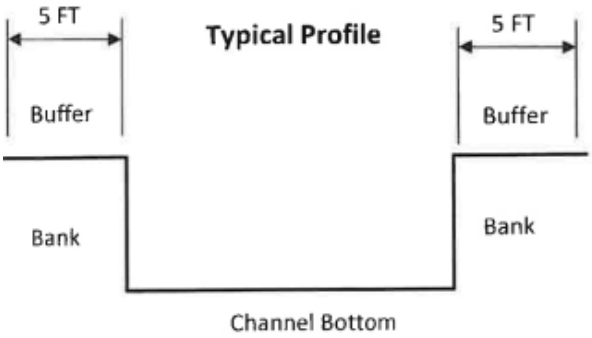
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



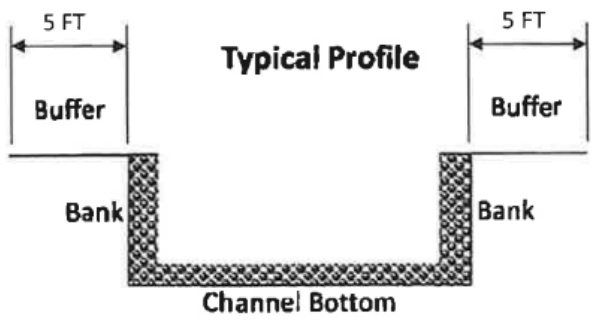
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



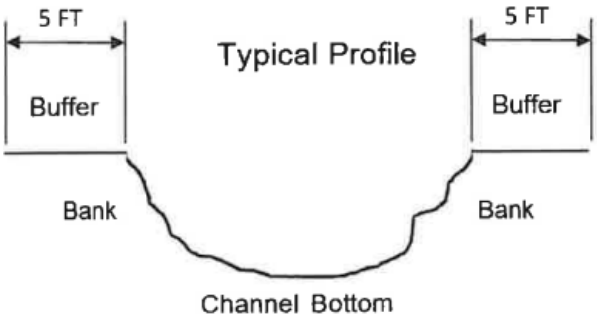
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Donohoo Chevrolet LLC. for 25 2026 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:
$1,283,337.50

Funding Source
General fund

ATTACHMENTS:
1. 20260325 Donohoo Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Donohoo Chevrolet LLC. for 25 2026 Chevrolet Tahoe PPV SUVs for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $1,283,337.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 6035

How many bidders received bid packages (if applicable): 10 + web

How many bidders submitted bids (if applicable): 1

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
9021	2026	(2050) FLEET MAINTENANCE-GARAGE	25 2026 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 6035)	$1,283,337.50	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009021-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: WHITE IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE; SECOND ROW DELETE (ATZ);4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE AS PER CITY OF MOBILE BID #6035 AND YOUR QUOTE	25.00 EACH	51333.50000	1283337.50

Additional Description Notes

2026 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: BLACK IN COLOR;FRONT SEAT 40/20/40 SPILT-BENCH WITH 20% DELETE; SECOND ROW DELETE (ATZ);4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD;6C7 LIGHTING-RED AND WHITE LED FRONT AUXILIARY DOME;6J3 WIRING-FOR GRILLE LAMPS AND SIREN SPEAKER;6J4 WIRING-FOR HORN TRANSFER LOOP WIRE

AS REQUESTED BY 1530-PD

1	1000.30.15.1530.1530.1530.0000.0000.45040.	1283337.50

Bill To	Requisition 00009021-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 1283337.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	1283337.50	309368.81
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	03/05/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/05/26	SHONNDA SMITH	
Approved	03/05/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To	Requisition 00009021-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL - ATTN: ADAM LYNN
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.GOV
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/26	293039				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/25/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/25/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/25/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/25/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/25/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION
BID #6035
FOR 2026 PPV TAHOES

VENDOR	PRICE EA.
DONOHOO CHEVROLET	$51,333.50

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
3/9/2026	6035	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, March 20, 2025

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 25-50	**POLICE PACKAGE TAHOES** 2026 or Newer Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • Four (4) additional remotes (AMF) for a total of six (6) keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire • 2-Wheel Drive • 2nd Row Seat, delete option ATZ • City will have plastic prisoner seat installed at upfitting Make _____ Model _____ Upon award, the City plans to buy twenty-five (25) Tahoe PPV for Police patrol use. Vehicles must be available for delivery within three (3) business days of receipt of purchase order by vendor. Any other delivery times will be considered. Delivery times, as well as price, will be a consideration in the award of this bid. Delivery will be to upfit location in Ft. Payne, Alabama.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder.

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 thisrequirement 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.

For questions, email the Purchasing Department at:
purchasing@cityofmobile.gov.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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
		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 for 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. Pricing shall be firm for a three (3) month period, extendable for four (4) additional three (3) month periods if pricing and terms remain the same. BID WILL BE AWARDED ON AN ALL OR NONE BASIS.					
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Dana Safety Supply Inc for patrol upfitting of 25 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:
$374,108.66

Funding Source
General fund.

ATTACHMENTS:
1. 20260326 Dana Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dana Safety Supply Inc for patrol upfitting of 25 Chevrolet Tahoe PPV SUVs for MPD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $374,108.66

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
9482	2026	(2050) FLEET MANAGEMENT-GARAGE	PATROL UNIT UPFITTING OF 25 CHEVROLET TAHOE PPV SUVS FOR MPD (AL STATE CONTRACT)	$374,108.66	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 616821 DATED 2-26-2026 AND STATE OF ALABAMA CONTRACT MA23000004209			
001	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ENSLB01VFU-59T SOI, NFUSE LBAR, 54", BW/BW, BA/BA, HK38	25.00 EACH	1295.00000	32375.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			32375.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
002	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: SOI, 500 SERIES KNOB/PB 200W CNTRL, PLUS VOICE PLBK	25.00 EACH	756.25000	18906.25
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			18906.25

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
003	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ETSS100J SOI 100J SERIES COMPOSITE SPEAKER	50.00 EACH	160.00000	8000.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			8000.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
004	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE	25.00 EACH	319.00000	7975.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			7975.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
005	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ENGHNK06 SOI 10FT REMOTE NODE HARNESS	50.00 EACH	81.78000	4089.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			4089.00

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
006	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D.	50.00 EACH	163.12000	8156.00
1	1000.30.15.1530.1530.1530.0000.0000.45040.			8156.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 5

Vendor	Ship To
DANA SAFETY SUPPLY INC 500 S EDWARDIA DR GREENSBORO, NC 27409 Tel#404-374-0872 Fax 800-375-8347	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
007	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ENGSYMD01 SOI SOUND OFF/BLUEPRINT SYNC MODULE	25.00 EACH	225.33000	5633.25
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			5633.25
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
008	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: EMPS2QMS5RBW SOI, MPWR, FASCIA, 4", QM, BLK HSG, RED/BLU/WHT	100.00 EACH	112.82000	11282.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			11282.00

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 6

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
009	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: EMPS2QMS4E SOI, MPWR FASCIA, 4", QM, BLK HSG, BLU/WHT	100.00 EACH	109.62000	10962.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			10962.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL 36604	Review:
SEAN.CLARK@CITYOFMOBILE.ORG	Buyer:
	Status: Approved Page 7

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
010	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: EMPS4STS4E SOI, MPWR HD, 4", STM, CLR HSG, BLU/WHT	50.00 EACH	109.62000	5481.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			5481.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
011	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: ECVDMLTST4G SOI INTERIOR DOME LIGHT, FLUSH SURF MNT 6"X3"-GRA	25.00 EACH	25.66000	641.50
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			641.50

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 8

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
012	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: PWLTP001 SOI GOLIGHT SL TEMPLATE, DRIVER SIDE, TAHOE	1.00 EACH	99.66000	99.66
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			99.66
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 9

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
013	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: PWLHN004 SOI GOLIGHT SL HARNESS DASH CONTROL TO BLUEPRINT	25.00 EACH	9.13000	228.25
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			228.25
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
014	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: PWLBK003 SOI GOLIGHT SL BRACKET. DRIVER SIDE MOUNT, TAHOE	25.00 EACH	66.55000	1663.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			1663.75

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 10

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
015	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: EWL9111SL SOI GOLIGHT SL DRIVER'S SIDE W/DASH CONTROL	25.00 EACH	713.40000	17835.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			17835.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 11

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
016	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 36-4042 WESTIN 2021 CHEVY TAHOE ELITE PUSH BUMPER	25.00 EACH	485.00000	12125.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			12125.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
017	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 3-6015SMP2 WESTIN LIGHT CHANNEL, 2 LIGHT HD MPOWER	25.00 EACH	39.72000	993.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			993.00

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 12

Vendor	Ship To
DANA SAFETY SUPPLY INC 500 S EDWARDIA DR GREENSBORO, NC 27409 Tel#404-374-0872 Fax 800-375-8347	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
018	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 36-4045WC WESTIN WIRE COVER	25.00 EACH	39.72000	993.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			993.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 13

Vendor	Ship To
DANA SAFETY SUPPLY INC 500 S EDWARDIA DR GREENSBORO, NC 27409 Tel#404-374-0872 Fax 800-375-8347	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
019	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 7170-1251 GJ WIDE BODY CONSOLE KIT, 2025 TAHOE	25.00 EACH	1116.63000	27915.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			27915.75
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
020	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 7110-1013 GJ ARM REST FOR TAHOE CONSOLE	25.00 EACH	111.72000	2793.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			2793.00

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 14

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
021	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 7160-1558 2021 PLUS CHEVROLET TAHOE WINDOW BARS	25.00 EACH	267.90000	6697.50
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			6697.50
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 15

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
022	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 7300-0599 GJ KUSSMAUL DUAL USB-C & USB-A PORT MODULE	25.00 EACH	159.60000	3990.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			3990.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
023	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: 7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685)	50.00 EACH	25.65000	1282.50
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			1282.50

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 16

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
024	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: PJ82 BROTHER POCKETJET 862 FULL-PAGE MOBILE PRINTER	25.00 EACH	415.00000	10375.00
1	1000.30.15.1530.1530.1530.0000.0000.45040.			10375.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 17

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
025	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: LB3692-003 BROTHER POWER	25.00 EACH	25.00000	625.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			625.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

LN	Description / Account	Qty	Unit Price	Net Price
026	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT	25.00 EACH	49.00000	1225.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			1225.00

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 18

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
027	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: PK0602TAH21 SMC #10VS C RP UNCOATED POLY PARTITION	25.00 EACH	720.85000	18021.25
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			18021.25
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 19

Vendor	Ship To
DANA SAFETY SUPPLY INC 500 S EDWARDIA DR GREENSBORO, NC 27409 Tel#404-374-0872 Fax 800-375-8347	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
028	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS	25.00 EACH	220.35000	5508.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			5508.75
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
029	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: QK2024TAH21 SMC 2021 TAHOE #12 COATED POLY W/REPLACEMENT SEAT	25.00 EACH	1247.35000	31183.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			31183.75

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 20

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
030	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: GK11191B1SHK SMC DUAL T-RAIL 1 SM LOCK/ 1 BLAC RAC #1082E	25.00 EACH	688.35000	17208.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			17208.75
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 21

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
031	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: INSTALL KIT MISC INSTALLATION SUPPLIES	25.00 EACH	475.00000	11875.00
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			11875.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
032	UPFITTING FOR 25 PPV TAHOES AS FOLLOWS: INSTALL DSS INSTALLATION OF EQUIPMENT	25.00 EACH	3368.75000	84218.75
	1 1000.30.15.1530.1530.1530.0000.0000.45040.			84218.75

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 22

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			
033	FREIGHT	25.00 EACH	150.00000	3750.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			3750.00
	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET			

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	
770 GAYLE STREET	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 23

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL - ATTN: ADAM LYNN
500 S EDWARDIA DR	770 GAYLE STREET
	MOBILE, AL 36604
GREENSBORO, NC 27409	AGEET@CITYOFMOBILE.GOV
Tel#404-374-0872	Delivery Reference
Fax 800-375-8347	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 374108.66

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	374108.66	309368.81
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	03/17/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/17/26	SHONNDA SMITH	
Approved	03/17/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/25/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/25/26	SHONNDA SMITH	
Approved	03/25/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/17/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/17/26	SHONNDA SMITH	
Approved	03/17/26	CHERI BOUCHER	Auto approved by: 910518244
Rejected	03/23/26	JOHN PAINE	PER YOUR REQUEST
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/25/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/25/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/25/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/25/26	ANNE FOLEY	Auto approved by: 9105paij

Bill To	Requisition 00009482-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 24

Vendor	Ship To
DANA SAFETY SUPPLY INC 500 S EDWARDIA DR GREENSBORO, NC 27409 Tel#404-374-0872 Fax 800-375-8347	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.GOV Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	290980				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/25/26 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Emergency Lighting - Dana Safety

Type
Master Agreement

Supplier
Dana Safety Supply, Inc

Contract Code
MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@procurement.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2026

Documents

- Master_Agreement_V1.pdf

Items

- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD

Item Name	Product Code		UOM
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Dana Safety Supply Inc for transport of 97 Chevrolet Tahoe PPV SUVs from upfit location to Mobile for MPD.

Amount of Contract:
$48,500.00

Funding Source
General fund

ATTACHMENTS:
1. 20260326 Dana2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dana Safety Supply Inc for transport of 97 Chevrolet Tahoe PPV SUVs from upfit location to Mobile for MPD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $48,500.00

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
9492	2026	(1530) POLICE ADMIN SERVICES	TRANSPORT OF 97 CHEVROLET TAHOE PPV SUVS FROM UPFIT LOCATION TO MOBILE FOR MPD (AL STATE CONTRACT)	$48,500.00	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____

City Clerk

Bill To	Requisition 00009492-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC	POLICE HEADQUARTERS
500 S EDWARDIA DR	2460 GOVERNMENT STREET
	MOBILE, AL 36606
GREENSBORO, NC 27409	
Tel#404-374-0872 Fax 800-375-8347	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	290980				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	QUOTE:617055 & 617056			
	AS PER YOUR QUOTES 617055 AND 617056 DATED 2-27-2026 AND STATE OF ALABAMA			
	CONTRACT FOR VEHICLE UPFITTING MA23000004209			
001	TRANSPORT - VEHICLE TRANSPORTATION	97.00	500.00000	48500.00
	BY HIRED DRIVERS FOR UNMARKED	EACH		
	ADMIN BUILD TAHOES FROM DANA			
	SAFETY FT PAYNE, AL TO MOBILE AL			
	GAYLE STREET AS PER STATE OF			
	ALABAMA CONTRACT AND YOUR QUOTE			
	617055 & 617056 DATED 2-27-2026			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			48500.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 48500.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00009492-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 2

Vendor
DANA SAFETY SUPPLY INC
500 S EDWARDIA DR

GREENSBORO, NC 27409

Tel#404-374-0872
Fax 800-375-8347

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
03/12/26	290980				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	48500.00	309368.81
POLICE ADMIN SERVICES EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	03/17/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/17/26	SHONNDA SMITH	
Approved	03/17/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/25/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/25/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/25/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/25/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/25/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Emergency Lighting - Dana Safety

Type
Master Agreement

Supplier
Dana Safety Supply, Inc

Contract Code
MA230000004209

Linked Solicitation
Emergency Lighting, Consoles, Guards & Vaults Bid

Sourcing Number
SRC0000016881

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@procurement.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Mark	Sevigny	bids@danasafetysupply.com	813-348-4866

1 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/7/2023

End Date
9/6/2026

Documents

- Master_Agreement_V1.pdf

Items

- State of Alabama Emergency Lighting Contract Executive Summary.pdf

Item Name	Product Code		UOM
Code 3 Emergency Lighting	1	0.00	USD
Code 3 Emergency Lighting	2	68.75	Hour
Code 3 Emergency Lighting Shop Supplies	3	0.00	USD
Feniex Emergency Lighting	7	0.00	USD
Feniex Emergency Lighting Labor Rate	8	68.75	Hour
Feniex Lighting Shop Supplies	9	0.00	USD
Go-Rhino Emergency Lighting	10	0.00	USD
Go-Rhino Emergency Lighting Labor Rate	11	68.75	Hour
Go-Rhino Lighting Shop Supplies	12	0.00	USD
Havis Emergency Lighting	13	0.00	USD
Havis Emergency Lighting Labor Rate	14	68.75	Hour
Havis Lighting Shop Supplies	15	0.00	USD
Pro-Gard Emergency Lighting	16	0.00	USD
Pro-Gard Emergency Lighting Labor Rate	17	68.75	Hour
Pro-Gard Lighting Shop Supplies	18	0.00	USD
Soundoff Signal Emergency Lighting	19	0.00	USD
Soundoff Signal Lighting Labor Rate	20	68.75	Hour
Soundoff Signal Lighting Shop Supplies	21	0.00	USD
Star Signal Emergency Lighting	22	0.00	USD

Item Name	Product Code		UOM
Star Signal Lighting Labor Rate	23	68.75	Hour
Star Signal Lighting Shop Supplies	24	0.00	USD
Gamber Johnson Products	31	0.00	USD
Gamber Johnson Labor Rate	32	68.75	Hour
Gamber Johnson Shop Supplies	33	0.00	USD
Westin Products	34	0.00	USD
Westin Labor Rate	35	68.75	Hour
Westin Shop Supplies	36	0.00	USD
Jotto Desk Products	37	0.00	USD
Jotto Desk Labor Rate	38	68.75	Hour
Jotto Desk Shop Supplies	39	0.00	USD
Shipping/Freight	43	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 Ford F-450 crew cab truck with Knapheide custom litter body for Public Services - Maintenance.

Amount of Contract:
$80,372.00

Funding Source
General fund

ATTACHMENTS:
1. 20260325 Truck Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Truck Equipment Sales, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Truck Equipment Sales, Inc. for one 2026 Ford F-450 crew cab truck with Knapheide custom litter body for Public Services - Maintenance.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $80,372.00

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 6029

How many bidders received bid packages (if applicable): 22 + web

How many bidders submitted bids (if applicable): 3

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
9971	2026	(2070) PUBLIC SERVICES ADMINISTRATION	2026 FORD F-450 CREW CAB TRUCK WITH KNAPHEIDE CUSTOM LITTER BODY FOR PUBLIC SERVICES MAINTENANCE (SEALED BID 6029)	$80,372.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007540-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 1

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FORD F-450 W/ DUMPING LITTER CAGE BODY WITH ROOF AS FOLLOWS: FORD F450 CHASSIS CAB 84" CA WITH CREW CAB AND GAS ENGINE. 12FT PLATFORM BODY W/40" TALL SIDES, LOWER 1/3 OF SIDES SMOOTH STEEL WITH UPPER PORTION CONSTRUCTED OR PERFORATED (EXPANDED METAL),CAB HEIGHT HEAD BOARD OF SAME DESIGN, AND REAR GATE WHERE BOTTOM PORTION IS SMOOTH STEEL AND DROPS, ANND UPPER PORTION OF GATE SPLIT INTO A BARN DORR STYLE OPENING. BODY ROOF OF PERFORATED OR EXANDED METAL TO PROVIDE A COMPLETELY ENCLOSED BODY AREA. 12V ELECTRIC HYDRAULIC HOIST WITH SUBFRAME INSTALLED UNDER BODY. BODY PAINTED BLACK. INCLUDE THE FOLLOWING OPTIONS: REAR HITCH WITH 7 WAY TRAILER PLUG 4 CORNER STROBE SYSTEM 2 STROBES FRONT AND 2 STROBES REAR MINI BAR LISHT INSTALLED TOP FRONT OF BODY TOP MOUNTED WORK LIGHTS AT FRONT OF BODY TO ILLUMINATE INTERIOR OF BODY VENDOR TO PROVIDE 2026 FORD F-450 WITH 7.30LITER V-8 GASOLONE ENGINE WITH A KNAPHIEDE PVMXS-125 CUSTOM LITTER BODY WITH COVER AS PER CITY OF MOBILE BID #6029	1.00 EACH	80372.00000	80372.00

Bill To	Requisition 00007540-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 2

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	AND YOUR QUOTE Additional Description Notes --- FORD F-450 W/CAGE BODY-PSM AS FOLLOWS: FORD F450 CHASSIS CAB 84" CA WITH CREW CAB AND GAS ENGINE. 12FT PLATFORM BODY W/40" TALL SIDES, LOWER 1/3 OF SIDES SMOOTH STEEL WITH UPPER PORTION CONSTRUCTED OR PERFORATED (EXPANDED METAL),CAB HEIGHT HEAD BOARD OF SAME DESIGN, AND REAR GATE WHERE BOTTOM PORTION IS SMOOTH STEEL AND DROPS, ANND UPPER PORTION OF GATE SPLIT INTO A BARN DORR STYLE OPENING. BODY ROOF OF PERFORATED OR EXANDED METAL TO PROVIDE A COMPLETELY ENCLOSED BODY AREA. 12V ELECTRIC HYDRAULIC HOIST WITH SUBFRAME INSTALLED UNDER BODY. BODY PAINTED BLACK. INCLUDE THE FOLLOWING OPTIONS: REAR HITCH WITH 7 WAY TRAILER PLUG 4 CORNER STROBE SYSTEM 2 STROBES FRONT AND 2 STROBES REAR MINI BAR LISHT INSTALLED TOP FRONT OF BODY TOP MOUNTED WORK LIGHTS AT FRONT OF BODY TO ILLUMINATE INTERIOR OF BODY AS REQUESTED BY 2086-PSM			
1	1000.40.20.2070.2070.2070.0000.0000.45040.			80372.00

Bill To	Requisition 00007540-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 3

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 80372.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2070.2070.0000.0000.45040.	80372.00	2707253.16
PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	02/02/26	MATTHEW ANDERSON	
Approved	02/02/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/02/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	02/02/26	MATTHEW ANDERSON	
Approved	02/02/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	02/02/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/25/26	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00007540-00 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: 9105paij
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Approved Page 4

Vendor	Ship To
TRUCK EQUIPMENT SALES INC	MOTOR POOL - ATTN: ADAM LYNN
4700 RANGELINE RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	AGEET@CITYOFMOBILE.GOV
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	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	208560				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/25/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/25/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/25/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/25/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/25/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/25/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/25/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/25/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID TABULATION
FOR BID #6029
FOR FORD F450 WITH DUMPING LITTER BODY

VENDOR	PRICE EA.	
TRUCK EQUIPMENT SALES INC	$80,372.00	FORD F450 WITH KNAPHEIDE PVMX5-125 BODY WITH CUSTOM BODY WITH ROOF
THOMPSON TRACTOR CO	$94,779.21	FORD F450 WITH LEDWELL CUSTOM BODY
THE CONNER GROUP LLC	$94,900.00	FORD F450 WITH KNAPHEIDE CUSTOM DUMP BODY

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: Bid Delivery Address:

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 delivered F.O.B. Mobile to:
2/25/2026	6029	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m., Friday, March 13, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FORD F-450 WITH DUMPING LITTER BODY					
Appx 1-2	2026 or Newer Ford F-450 or Equal with Dumping Litter Body as per the following and attached specifications:					
	Cab Make _____ Model _____					
	Engine _____					
	Body Make _____ Model _____					
	Upon award the City will purchase a minimum of one (1) F-450 (or equal) with Dumping Litter Body.					
	Vendor to provide literature and specifications on truck and body to be provided.					
	Price to be firm for a six (6) month period.					
	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.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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 2					
		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 Certificateof 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.					
		If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov.					
		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. 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 ALL OR NONE.					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

FORD F450 CHASSIS CAB WITH CREW CAB

GAS ENGINE.

AUTOMATIC TRANSMISSION

2 WHEEL DRIVE

84" CA

CAB TO BE PAINTED WHITE

12FT PLATFORM BODY W/40" TALL SIDES,

LOWER 1/3 OF SIDES SMOOTH STEEL WITH UPPER PORTION CONSTRUCTED OR PERFORATED (EXPANDED METAL),

CAB HEIGHT HEAD BOARD OF SAME DESIGN,

REAR GATE WHERE BOTTOM PORTION IS SMOOTH STEEL AND DROPS,

UPPER PORTION OF GATE SPLIT INTO A BARN DORR STYLE OPENING.

BODY ROOF OF PERFORATED OR EXANDED METAL TO PROVIDE A COMPLETELY ENCLOSED BODY AREA.

12V ELECTRIC HYDRAULIC HOIST WITH SUBFRAME INSTALLED UNDER BODY. BODY PAINTED BLACK.

REAR HITCH WITH 7 WAY TRAILER PLUG

4 CORNER STROBE SYSTEM 2 STROBES FRONT AND 2 STROBES REAR

MINI BAR LISHT INSTALLED TOP FRONT OF BODY

TOP MOUNTED WORK LIGHTS AT FRONT OF BODY TO ILLUMINATE INTERIOR OF BODY

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: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Harrells LLC for fertilizer- herbicide for Azalea City Golf Course.

Amount of Contract:
$17,070.00

Funding Source
General fund - Azalea City GC enterprise account

ATTACHMENTS:
1. 20260325 Harrells Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Harrells LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Harrells LLC for fertilizer- herbicide for Azalea City Golf Course.

General fund - Azalea City GC enterprise account

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,070.00

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 6036

How many bidders received bid packages (if applicable): 9+ web

How many bidders submitted bids (if applicable): 1

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
10040	2026	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER-HERBICIDE FOR AZALEA CITY GOLF COURSE (SEALED BID 6036)	$17,070.00	(270772) HARRELLS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00010040-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
HARRELLS LLC	AZALEA CITY GOLF COURSE
P O BOX 807	1000 GAILLARD DRIVE
	MOBILE, AL 36608
LAKELAND, FL 33802	TAMMY.RYALS@CITYOFMOBILE.GOV
Tel#800-780-2774	Delivery Reference
Fax 863-904-1545	ACGC - MAINTENANCE JASON GUY
	Deliver To
	AZALEA CITY GOLF COURSE
	1000 GAILLARD DRIVE
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #6036 AND YOUR BID RESPONSE			
001	FAIRWAY GRADE FERTILIZER WITH 0. 125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE APRIL 21, 2026, 50 POUND BAGS.	40.00 BAG	31.30000	1252.00
	Additional Description Notes			
	.			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1252.00
	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference ACGC - MAINTENANCE JASON GUY			
	Deliver To			

Bill To	Requisition 00010040-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 TAMMY.RYALS@CITYOFMOBILE.GOV Delivery Reference ACGC - MAINTENANCE JASON GUY Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608			
002	FAIRWAY GRADE FERTILIZER WITH 0. 125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM(BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). 2000-POUND BAGS, TO BE DELIVERED AND SPREAD APRIL 21, 22 OR 23, 2026 BEGINNING AT 5:30AM. Additional Description Notes --- .	11.00 TON	1438.00000	15818.00
1	6130.70.20.0000.0000.2005.0000.0000.44020.			15818.00
	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference ACGC - MAINTENANCE JASON GUY Deliver To AZALEA CITY GOLF COURSE			

Bill To	Requisition 00010040-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved Page 3

Vendor
HARRELLS LLC
P O BOX 807

LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608
TAMMY.RYALS@CITYOFMOBILE.GOV

Delivery Reference
ACGC - MAINTENANCE JASON GUY

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	1000 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 17070.00

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

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020.	17070.00	309368.81
AZALEA CITY GOLF COURSE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/25/26	PATRICIA KENNEDY-JONES	GL Allocation, GL Allocation c
CCancelled	03/25/26	SANDRA LEWIS	Requisition item removed chang
Approved	03/25/26	SHONNDA SMITH	
Approved	03/25/26	DONALD ROSE	Auto approved by: 910521901
Approved	03/25/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	03/25/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	03/25/26	SAMANTHA COOLEY	Auto approved by: 910521901
Approved	03/25/26	JAMES NEESE	Auto approved by: 910521901
Approved	03/25/26	PATRICIA KENNEDY-JONES	
Approved	03/25/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	03/25/26	ANNE FOLEY	Auto approved by: 910521901
Approved	03/25/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature

BID 6036 – FERTILIZER – AZALEA CITY GOLF COURSE

VENDOR	HARRELS, LLC	QTY	UNIT PRICE	PRICE
LINE 1	**FAIRWAY GRADE FERTILIZER** WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW-RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE APRIL 21, 2026, **50 POUND BAGS.**	40 BAGS	$31.30	$1,252
LINE 2	**FAIRWAY GRADE FERTILIZER** WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW-RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). **2000-POUND BAGS** TO BE DELIVERED AND SPREAD APRIL 21, 22 OR 23, 2026 BEGINNING AT 5:30AM.	11 TONS	$1,438	$15,818
REQ 10040	**TOTAL PRICE**			**$17,070.00**

No other Bids received

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: Bid Delivery Address:

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: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
3/11/2026	6036	Azalea City Golf Course	1000 Gaillard Dr, Mobile, AL 36608

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Wednesday, March 25, 2026

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FERTILIZER THE CITY OF MOBILE IS REQUESTING BIDS FOR FERTILIZER AS PER THE BELOW SPECIFICATIONS. SPECIFICATIONS FAIRWAY FERTILIZER WITH PRE-EMERGENT HERBICIDE The City of Mobile is soliciting bids for the purchase, delivery, and application of fairway grade fertilizer with pre-emergent herbicide for use on approximately 88 acres of turf. **Product Requirements** The fertilizer product shall meet the following minimum specifications: • Fertilizer analysis shall be **18-0-15 fairway grade.** • Fertilizer shall contain **0.125% Stayguard herbicide as manufactured by NuFarm.** • **Brand name only – no substitutions will be accepted.** • Nitrogen shall be **100% slow-release nitrogen derived from one or more of the following:** ❖ UF (Urea Formaldehyde) ❖ MU (Methylene Urea) ❖ PCU (Polymer Coated Urea) • **No other nitrogen sources will be accepted, including but not limited to SCU (Sulfur Coated Urea).**					
	Page 1 of 4		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
N ENCLOSED ENVELOPE

State delivery time within____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

Quantity

The total quantity required shall be **twelve (12) tons** of fertilizer, packaged as follows:

- **Eleven (11) tons** in **2,000-pound bulk bags**
- **One (1) ton** in **50-pound bags**

Application Requirements

The successful vendor shall provide spreading services for the bulk material.

- Approximately **88 acres** shall be treated.
- Product shall be applied at a rate of **250 pounds per acre.**
- Spreading services shall be performed by the vendor using appropriate commercial turf equipment.

Delivery and Application Schedule

Delivery and application shall take place on one of the following dates:

- **April 22**
- **April 23**
- **April 24**

Work shall **begin at 5:30 a.m.** on the scheduled day.
Vendor shall coordinate with the City representative prior to arrival to ensure site readiness and scheduling.

General Requirements

The vendor shall be responsible for:

- Delivery of all materials to the designated site.
- Providing equipment and labor necessary to perform the spreading of bulk fertilizer.
- Ensuring proper application rate and coverage.
- Compliance with all applicable safety and environmental regulations.

THIS BID IS AN ALL OR NONE BID.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

LINE 1
11 TONS IN 2000 POUND BULK BAGS $_____ PER TON

PRICING SHALL BE QUOTED FOB DESTINATION AND SHALL INCLUDE DELIVERY OF ALL MATERIALS AND ALL SPREADING SERVICES NECESSARY TO COMPLETE THE APPLICATION AS SPECIFIED. THE BID PRICE SHALL BE INCLUSIVE OF ALL LABOR, EQUIPMENT, TRANSPORTATION, AND APPLICATION COSTS. NO ADDITIONAL CHARGES WILL BE ALLOWED.

LINE 2
1 TON IN 50LB BAGS $_____PER BAG
PRICING SHALL BE QUOTED FOB DESTINATION. THESE BAGS WILL BE SPREAD BY CITY OF MOBILE EMPLOYEES

THIS BID IS AN ALL OR NONE BID

Award of Bid

This bid **shall not be split among multiple vendors.** The contract will be **awarded to a single vendor** meeting all specifications and offering the lowest responsible bid.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page_____ of_____

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 4 of 4 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.gov. 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. 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. Prices shall remain good through May 15, 2026. **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 _____

MOBILE
ALABAMA

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 emailed 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.

Please read the Terms and Conditions.

All bids are F.O.B. destination unless otherwise stated.

Please sign your bid.

Package/Bid Delivery Address (Request First Delivery):
Purchasing Department
205 Government St., RM S408
Mobile, AL 36644

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Robbins Sports Surfaces LLC for basketball floor, storage carts, and transition ramps for Mobile Arena.

Amount of Contract:
$238,495.00

Funding Source
Capital - Mobile Arena, Furniture, Fixtures, and Equipment

ATTACHMENTS:
1. 20260326 Robbins Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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 Robbins Sports Surfaces LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Robbins Sports Surfaces LLC for basketball floor, storage carts, and transition ramps for Mobile Arena.
Capital - Mobile Arena, Furniture, Fixtures, and Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $238,495.00

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: 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
9513	2026	(3030) REAL ESTATE ASSET MANAGEMENT	BASKETBALL FLOOR, STORAGE CARTS, AND TRANSITION RAMPS FOR MOBILE ARENA (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$238,495.00	(300243) ROBBINS SPORTS SURFACES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00009513-00 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: 9105fola Status: Released Page 1

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC 4777 EASTERN AVE CINCINNATI, OH 45226 Tel#513 222 4740	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
03/16/26	300243				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- The facility will be responsible for providing a forklift and labor to unload the floor from the delivery truck and staged in the area where it is to be assembled. The 120’ x 60’ portable being proposed consists of approximately 225 sections at an estimated weight of 175 lbs. each.			
001	NEW ROBBINS (120’ X 60’) “ALL-STAR PLUS” BASKETBALL FLOOR INCLUDING: • MFMA 25/32” THICK X 2 1/2” FACE WIDTH, 2ND & BETTER, FSC, NORTHERN HARD MAPLE • PREMIUM CONTINUOUS STRIP® XL MAPLE WITH EXPANSION PRESSURE RIDGE TECHNOLOGY TO MINIMIZE ADDITIONAL EXPANSION ROWS • HIDDEN RAPID LATCH PLUS LOCK SYSTEM (SEE ATTACHED) • ROBBINS PREMIUM BIO-GUARD AND BIO-CUSHION PAD SYSTEM • ORIENTED STRAND BOARD (OSB) SUB-FLOOR • ZIP CONFIGURATION (START SETUP WITH CENTER ROW OF FLOORING) • INSTALLATION OF TWO (2) SETS OF VOLLEYBALL COVER PLATES (INSERTS NOT INCLUDED) • EXTENSIONS ON EACH END OF CENTER ROW FOR MOUNTING PORTABLE BACKSTOPS • TWO (2) 4’ X	1.00 EACH	216740.00000	216740.00

Bill To	Requisition 00009513-00 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: 9105fola Status: Released Page 2

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC 4777 EASTERN AVE CINCINNATI, OH 45226 Tel#513 222 4740	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
03/16/26	300243				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	4' PLYWOOD RAMPS FOR MOUNTING PORTABLE BACKSTOPS • FINISHING/GRAPHICS PRICE INCLUDED AND IS SUBJECT TO CHANGE BASED ON FINAL COURT DESIGN • ROBBINS REP ON SITE DURING INITIAL INSTALLATION TO TRAIN OWNERS' PERSONNEL			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			216740.00
	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			
002	STORAGE CARTS	15.00 EACH	475.00000	7125.00
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			7125.00

Bill To	Requisition 00009513-00 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: 9105fola Status: Released Page 3

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC 4777 EASTERN AVE CINCINNATI, OH 45226 Tel#513 222 4740	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
03/16/26	300243				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			
003	SOURCEWELL FEE	1.00 EACH	4680.00000	4680.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			4680.00
	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			
004	FREIGHT	1.00 EACH	6500.00000	6500.00

Bill To	Requisition 00009513-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC	CIVIC CENTER EXPO HALL
4777 EASTERN AVE	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
CINCINNATI, OH 45226	
Tel#513 222 4740	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	300243				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	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			
005	4 FOUR FOOT RAMPS - TRANSITIONS	1.00	3450.00000	3450.00
	RAMPS	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.47010. E F201-001 .CAPEQUIPMT. .			3450.00
	Ship To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE MOBILE, AL 36602			
	Deliver To CIVIC CENTER EXPO HALL 401 CIVIC CENTER DRIVE			

Bill To	Requisition 00009513-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC	CIVIC CENTER EXPO HALL
4777 EASTERN AVE	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602
CINCINNATI, OH 45226	
Tel#513 222 4740	
	Deliver To
	CIVIC CENTER EXPO HALL
	401 CIVIC CENTER DRIVE
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/16/26	300243				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 238495.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E F201-001 .CAPEQUIPMT. .	238495.00	9522377.14

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	238495.00	309368.81

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Forward	03/16/26	CARLEEN STOUT	
Forward	03/18/26	DANIEL OTTO	
Approved	03/18/26	CARLEEN STOUT	approved!
Approved	03/18/26	CHAD HOLM	Auto approved by: 910518486
Approved	03/19/26	BRENDA RHODES	
Approved	03/19/26	TIFFANY HOLLINS	Auto approved by: 910511034
Queued	03/19/26	DONALD ROSE	Auto approved by: 910511034
Queued	03/19/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	03/19/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	03/19/26	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	03/19/26	JAMES NEESE	Auto approved by: 910511034
Queued	03/19/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	03/19/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	03/19/26	ANNE FOLEY	Auto approved by: 910511034

Bill To	Requisition 00009513-00 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: 9105fola Status: Released Page 6

Vendor	Ship To
ROBBINS SPORTS SURFACES LLC 4777 EASTERN AVE CINCINNATI, OH 45226 Tel#513 222 4740	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
03/16/26	300243				REAL ESTATE ASSET MANAGEMEN

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 03/19/26 JOHN PAINE		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

Robbins Inc.

Athletic surfaces

#031022-RBI
Maturity Date: 5/26/2027
Website: robbinsfloor.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 031022-RBI gives access to the following types of goods and services:

- Gymnasium flooring
- Multipurpose flooring
- Indoor running tracks
- Multipurpose school flooring
- Weight room flooring
- Stage flooring
- Performing arts flooring
- Portable basketball courts
- Flooring repair & maintenance

Locate your local dealer or representative
(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
robbinsfloor.com/sourcewell

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

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Robbins Sports Surfaces

Sourcewell Contract #: 031022-RBI

Effective: January, 2026 *cancels previous lists*

For 2026 installations

All prices in U.S. dollars.

Quotations and Installation by Authorized Robbins Dealers

Ceiling prices shown per SF. Robbins dealer please quote and register.

All standard floors include "Basic Graphics".

Item	Product	List	SW Price	Additional Info.
1	MVP®	$ 31.99	$ 27.82	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
2	UniMax100	$ 27.60	$ 24.00	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
3	BioChannel Classic	$ 26.46	$ 23.01	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
4	BioChannel SB	$ 22.45	$ 19.52	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
5	BioChannel(R) Star	$ 21.76	$ 18.92	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
6	Eclipse® SB (anchored)	$ 22.69	$ 19.73	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
7	AirChannel(R) Star	$ 18.26	$ 15.88	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
8	BioCushion®	$ 20.07	$ 17.45	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
9	Sportwood(R) Ultra Star	$ 19.11	$ 16.62	MFMA 2nd & Btr., Parquet(PQ), 7/16"
10	Installation of strip maple flooring on existing sub-floor. Demo not included	$ 17.82	$ 15.49	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
11	All-Star Plus Portable Floor	$ 242,948	$ 211,259	112' X 60' Robbins All-Star Plus Portable Basketball Floor, MFMA Second and Better Grade, 25/32" Thick by 2 1/4" Face Width, Basic Graphics, see description and specifications.
12	Screen & Recoat (Oil)	$ 2.20	$ 1.91	Per Robbins Dealer specification.
13	Sand & Finish (Oil)	$ 7.91	$ 6.87	Per Robbins Dealer specification.
14	Water-based finish option (add)		$ 2.94	Water based gym-finish procured and applied by Robbins dealer.
15	Pulastic Pro 165	$ 19.88	$ 17.29	16.5mm
16	Pulastic Classic 110	$ 14.40	$ 12.52	11mm
17	Pulastic Classic 90	$ 13.72	$ 11.93	9mm
18	Pulastic Academy 90	$ 13.72	$ 11.93	9mm
19	Pulastic Classic 60	$ 13.05	$ 11.35	6mm
20	Comfort Court 50	$ 16.46	$ 14.31	5mm
21	Pulastic "Eco" option (add)	$ 1.28	$ 1.12	
22	Pulastic FL "face-lift"	$ 10.80	$ 9.39	
23	Galaxy Classic iLock Tiles	$ 10.20	$ 8.87	3/8"
24	Galaxy Classic Roll 10% Color	$ 13.77	$ 11.98	3/8"
25	Galaxy Classic Roll 20% Color	$ 14.63	$ 12.72	3/8"
26	Galaxy Classic Roll 35% Color	$ 15.52	$ 13.49	3/8"
27	Galaxy Ultra Tiles	$ 20.97	$ 18.23	10mm
28	Galaxy FIT Tiles	$ 21.64	$ 18.82	10mm
29	Galaxy Extreme Tiles 10% Color	$ 19.04	$ 16.56	1"

30	Galaxy Extreme Tiles 35% Color	$ 19.65	$ 17.09	1"
31	Galaxy Extreme Tiles 95% Color	$ 20.52	$ 17.84	1"
32	Pulastic GT 100	$ 18.86	$ 16.40	10mm
33	Galaxy Xtreme R	$ 23.04	$ 20.03	18mm
34	Durathon Elite 10mm	$ 16.74	$ 14.55	10mm
35	Durathon Elite 13.5mm	$ 18.88	$ 16.41	13.5mm
36	Danzaire® Wood Sprung Floor	$ 49.70	$ 43.22	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
37	La Lena Studio A Wood	$ 47.39	$ 41.21	MFMA 2nd & Btr., XL+, 25/32" by 2 1/4"
38	Forever® Marley	$ 39.12	$ 34.02	
39	Custom Colors	NA	Per Project	
40	IAAF/NCAA Surveyed and Certified Track and Field Line Markings	NA	Per Project	
41	Custom Design Solutions	NA	Per Project	
42	MFMA Grade of Maple Flooring	NA	Per Project	Options include 1st , 3rd & Better and 3rd Grade
43	"Hot List" or Special Discount Pricing	NA	Per Project	Based on Availability
44	Sales Tax, Duties, Fees	NA	Not Included	
45	Freight	NA	Per Project	
46	Custom Logos and Graphics	NA	Per Project	
47	Wall Base	NA	Per Project	
48	Thresholds	NA	Per Project	
49	Concrete Correction	NA	Per Project	
50	Demolition	NA	Per Project	
51	Modifications for LEED	NA	Per Project	
52	Moisture Suppression	NA	Per Project	
53	Special Labor Regions		Per Project	Union Labor Agreements, Prevailing wage, special labor agreements. Some regions of the US and Canada may require pricing modification due to union labor agreements or specified prevailing wage requirements. Examples of these regions include; NY, NJ, HI, CA, AK, IL, DC, CT, MA. Please allow dealer to modify price to accomodate additional labor cost.

Basic Graphics Description: Includes appropriate basic gamelines for basketball and volleyball based on the size of the project. Does not include solid borders, solid keys, custom colors, any stain work or any logos. All custom graphics must be priced on a per project basis.

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

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve proposed Bid award to various vendors for police vehicle graphics production and installation service. Price good for one year, renewable for two additional one-year periods.

Amount of Contract:
N/A, as needed at Item-based unit pricing

Funding Source
General fund.

ATTACHMENTS:
1. 20260326 Graphics Agenda Package Bids

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 31 March 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: Item-Award Bid for Approval for Police Vehicle Graphics

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to various vendors for police vehicle graphics production and installation service. Price good for one year, renewable for two additional one-year periods. General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5972

How many bidders received bid packages (if applicable): 25 +Internet

How many bidders submitted bids (if applicable): 2

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 accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5972	Police vehicle graphics production, installation, and removal services	64	See bid tab for total of all items	For one year, then renewable for two additional one-year periods	(294199) Star Graphics, Inc.

Adopted:

_____

City Clerk

BID TABULATION FOR BID #5972
FOR VENDOR TO PRODUCE A POLICE VEHICLE GRAPHICS IMAGE PACKAGE, AND INSTALL ON POLICE VEHICLES

TOTAL OF ALL ITEMS

STAR DESIGN GRAPHICS	$7,325.00
GULF COAST GRAPHIX	$17,350.00

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:
08/06/2025	5972	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, August 22, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

VENDOR TO PRODUCE A POLICE VEHICLE GRAPHICS IMAGE PACKAGE, AND INSTALL ON POLICE VEHICLES

Vendor to produce Graphics Image Package and install on City of Mobile Police Department Vehicles.

Vehicles that graphics will be installed on will include; Chevrolet Caprices, Expeditions, Tahoes, Vans, and Pick Up Trucks.

Upon award of this bid, the City may have a minimum of 20 vehicles that will have the graphics packages applied.

The City of Mobile owns the graphic design to be produced and applied.

Vendors shall provide a total per vehicle installed price for the Graphics Package bid.

Vendor shall provide pricing for each of the following:
- Patrol Cars (Sedans)
- Sport Utilities – Expedition or Tahoes
- Pick Up Trucks ½ to ¾ ton (standard to crew cabs with flat beds)
- Vans

All pricing shall include installation.

Vendor shall also provide pricing on individual replacement body panel graphics to include installation of the graphics. (SEE ATTACHED)

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

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

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.

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

The City of Mobile will deliver the vehicles to which the graphics package will be applied to vendor's shop within 15 miles of the City of Mobile Police Jurisdiction. The City will not provide a location on City of Mobile property for the application of the graphics packages.

The City will have the graphics package applied to other vehicles as they are purchased, during the initial one (1) year award of this bid.

City of Mobile Business License may be required (see item 14 on reverse side).

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 verifi-

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.

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

cation 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.

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.

For questions, email the Purchasing Department at: purchasing@cityofmobile.org.

Pricing shall be good for the one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods, assuming all terms and conditions remain the same.

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

BID PRICING REQUIRED FOR THE FOLLOWING:

Patrol Cars, Sedans

Small/Mid-Sized Vehicles: Hybrids, Fusions, Etc.

Sport Utilities (SUV): Expeditions, Tahoes

Pickup Trucks ½ Ton to 1 Ton (Standard Cab to Crew Cab, with bodies or flatbeds)

Vans: Small, Medium, and Large

(Pricing to be on Attached Sheet)

Attached is a color copy of the graphic; a full color graphic on a Caprice and Tahoe may be viewed at:

cityofmobile.org/bids; Bid #5972

Vendor shall provide the graphics on 3M Material only. 3M 180 Series Vinyl and 8500 Series Over Laminate Vehicle Wrap Film only. No substitution of Film or Manufacturer will be allowed.

TO BE AWARDED ALL OR NONE.

OPTION:

Price to remove existing lettering and decals and prep vehicles, patrol car, SUV or truck for application of new graphics, if required.

Price Per Vehicle **$_____ Each**

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.

PRICING

VEHICLES

Full Size Sedan Caprice, Taurus	$_____
Hybrids Ford Fusion or Equal	$_____
Trucks: F150, F250, F350 with 6.5 to 8.0 Ft. Bed	$_____
Standard Cab (2 Door)	$_____
Extended Cab	$_____
Crew Cab	$_____
Trucks: Stake Body F250/F350/F450	$_____
Vans	
Small	$_____
Transit Type	$_____
Full Size	$_____
SUV's	
Expedition/Tahoe	$_____
Explorer/Interceptor SUV	$_____

OPTION:

Price to remove existing lettering and decals for application of new graphics:

Price per Vehicle: $_____EA

R-1 **REPLACEMENT PRICING**

VEHICLES

Sedans – Large, Caprice, or Equal

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Trunk/Rear	$_____

Small Sedans - Hybrids Ford Fusion or Equal

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Trunk/Rear	$_____

Trucks

F150/F250/F350 – Standard Cab

Front Fender – Right/Left	$_____/panel
Cab/Door – Right/Left	$_____/panel
Pick-up Body Side – Right/Left	$_____/panel
Tailgate/Rear	$_____

R-2 **REPLACEMENT PRICING**

VEHICLES

Truck: Extended Cab/Supercab

Front Fender – Right/Left	$_____ /panel
Cab Door Front – Right/Left	$_____ /panel
Cab Door Rear – Right/Left	$_____ /panel
Pick-up Body Side – Right/Left	$_____ /panel
Tailgate/Rear	$_____

Truck: Crew Cab/Supercrew

Front Fender – Right/Left	$_____ /panel
Cab Door Front – Right/Left	$_____ /panel
Cab Door Rear – Right/Left	$_____ /panel
Pick-up Body Side – Right/Left	$_____ /panel
Tailgate/Rear	$_____

Truck Stake Body - F250/F350/F450

Front Fender – Right/Left	$_____ /panel
Cab/Door – Right/Left	$_____ /panel

Van – Small

Front Fender – Right/Left	$_____ /panel
Front Door – Right/Left	$_____ /panel
Passenger Doors – Right/Left	$_____ /panel
Rear Fender – Right/Left	$_____ /panel
Tailgate/Rear Hatch	$_____

R-3 **REPLACEMENT PRICING**

VEHICLES

Mid-Sized Vans - Transit Type

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Passenger Doors – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

Large Vans – Transit/Express Cargo

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Passenger Doors – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

SUV's – Medium/Small

Explorer/Interceptor SUV

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

R-4 **REPLACEMENT PRICING**

VEHICLES

SUV's – Large

Expedition/Tahoe

Front Fender – Right/Left	$_____/panel
Front Door – Right/Left	$_____/panel
Rear Door – Right/Left	$_____/panel
Rear Fender – Right/Left	$_____/panel
Tailgate/Rear Hatch	$_____

POLICE
Mobile
433


POLICE
DIAL
911
433
57350MU

POLICE

POLICE

POLICE
DIAL 911
41059MD

POLICE
Mobile
911
20-39

POLICE
DIAL 911
20-39
678727MD

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: March 31, 2026

Submitted by:
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Transfer funds from General Fund, Transit System, to Capital Project Fund - Transit Fleet and Equipment for purchase of fleet, vehicles, and equipment for Mobile Transit System; $500,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

Amount of Contract:

Funding Source
Transfer from Org 10049999 Obj 94020 to Capital Project Fun F719-001 - Transit Fleet & Equipment

ATTACHMENTS:
1. RESOLUTION 10049999 94020 to F719-001

REVIEWERS:
Tiffany Levy
Donna Bryars
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $500,000.00 be transferred from the General Fund, Transit System, from ORG. 10049999 OBJ# 94020 to the Capital Project Fund F719-001 – TRANSIT FLEET AND EQUIPMENT, for the purchase of fleet, vehicles, and equipment related to and for use as a part of the Mobile Transit System.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 3/24/26

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 500,000.00

FROM ORG / OBJECT #: 10049999 94020

ACCOUNT NAME: GENERAL FUND TRANSIT SYSTEM

DEPT. PROJECT#: 2500

TO CAPITAL PROJECT FUND #: F719-001

PROJECT NAME: TRANSIT FLEET AND EQUIPMENT

ACCT PROJECT STRING#:

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Transfer funds from the General Fund, Transit Revenue, to Capital Project Fund - Transit Fleet and Equipment, for purchase of fleet, vehicles, and equipment for the Mobile Transit System; $258,711.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

Amount of Contract:

Funding Source
Transfer from General Fund Org 60600001 Obj 38700 to Capital Project Fund F719-001 - Transit Fleet & Equipment

ATTACHMENTS:
1. RESOLUTION 60600001 38700 to F719-001 (003)

REVIEWERS:
Tiffany Levy
Donna Bryars
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $258,711.00 be transferred from the General Fund, Transit Revenue, from ORG. 60600001 OBJ# 38700 to the Capital Project Fund F719-001 – TRANSIT FLEET AND EQUIPMENT, for the purchase of fleet, vehicles, and equipment related to and for use as a part of the Mobile Transit System.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 3/24/26

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer $ 258,711.00

FROM ORG / OBJECT #: 60600001 38700

ACCOUNT NAME: GENERAL FUND TRANSIT REVENUE

DEPT. PROJECT#: 2500

TO CAPITAL PROJECT FUND #: F719-001

PROJECT NAME: TRANSIT FLEET AND EQUIPMENT.

ACCT PROJECT STRING#:

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Joseph Snowden

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Transfer funds in the amount of $140,000.00 from the General Fund, Transit Revenue, to Capital Project Fund - Transit Restroom and Plumbing, for repairs and renovations to the restrooms and plumbing at the Mobile Metro Transit Facility (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services Dept.)

Amount of Contract:

Funding Source
Transfer funds from the General Fund, Transit Revenue, Org 60600001 Obj 34250 to the Capital Project Fund F719-002 - Transit Restroom & Plumbing

ATTACHMENTS:
1. RESOLUTION 60600001 34250 to F719-002 (004)

REVIEWERS:
Tiffany Levy
Donna Bryars
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $140,000.00 be transferred from the General Fund, Transit Revenue, from ORG. 60600001 OBJ# 34250 to the Capital Project Fund F719-002 – TRANSIT RESTROOM AND PLUMBING, for repairs and renovations to the restrooms and plumbing at the Mobile Metro Transit Facility, located at 1224 West Interstate 65 Service Rd S, Mobile, AL 36609.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 3/24/26

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: 5

REQUEST: Please transfer $ 140,000.00

FROM ORG / OBJECT #: 6060001 34250

ACCOUNT NAME: GENERAL FUND TRANSIT SYSTEM

DEPT. PROJECT#: 2500

TO CAPITAL PROJECT FUND #: F719-002

PROJECT NAME: TRANSIT RESTROOM AND PLUMBING

ACCT PROJECT STRING#:

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

CAPITAL CONTRACT SUMMARY SHEET

5747

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Contract with Sain Associates, Inc, to update City infrastructure information in the City's Americans with Disabilities Act transition plan.

Amount of Contract:
NTE $150,000.00

Funding Source
Capital Project# C0989

ATTACHMENTS:
1. 2026 Sain Agenda Package
2. 2026 Sain 2500-FN-002

REVIEWERS:
Donald Rose
Brenda Rhodes
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Mar 31, 2026 (Date) Item No. _____

Submitted by: ADA Coordinator (Department) Don Rose (Department Head)

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: James Barber (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Sain Associates, Inc.

PURPOSE & SCOPE OF PROJECT:
Contract with Sain Associates, Inc, to update City infrastructure information in the City's Americans with Disabilities Act transition plan.
Capital Project ADA Transition Plan update

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $NTE $150,000.00

FUNDING SOURCE:

Budget Item: 2000.2000. C0989 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): na

If not bid, state reason: Professional service

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

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

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 Sain Associates, Inc., in an amount of $150,000.00, for Americans With Disabilities Act Transition Plan Update professional services, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT
City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and Sain Associates, Inc., an Alabama corporation (hereinafter "Contractor"), as follows:

This Agreement, including its Exhibits: ADA Transition Plan Update – Phase 2, proposal dated January 15, 2026, attached hereto and 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 Contractor is uniquely qualified and engaged in professional engineering services, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. SCOPE OF WORK: The services to be performed by the Contractor under this Agreement ("Services") for City of Mobile are as described in Contractor's ADA Transition Plan Update – Phase 2, proposal dated January 15, 2026,, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City's Americans with Disabilities Act Coordinator, or his designated representative. The Project Manager and Contractor may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.

B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing

under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession

C. The Contractor agrees to diligently provide all materials, services and labor for the performance of the Project in accordance with the scope of services made part of this Contract as **Exhibit A**. 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 OF AGREEMENT

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project,

Ill. COMPENSATION

A. 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 $150,000.00 for the entire Project.

B. 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.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoices and written approval of same by the City indicating that services have been rendered in conformity with this Contract.

B. The Contractor’s invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City’s authorized agent.

B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on 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. The Contractor shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor 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 Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor 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 Contractor to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereofThis section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTOR'S INSURANCE.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance, as well as insurance set out in **Exhibit B** 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.

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 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

The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than ninety (90) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list.

X. LIQUIDATED DAMAGES Not applicable.

XI. FORCE MAJEURE

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.

XII. OBLIGATIONS OF CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to 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.

XIII. 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 XIII.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the 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.

XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile County, 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 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.

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 claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. VENDOR WARRANTY

A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

B. 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.

C. 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.

D. 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.

XVI. SUSPENSION/STOP WORK ORDER

A. The City 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 XIII A.

B. In the event the City determines to not 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.

XVII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the City's ADA Coordinator.

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o City Mobile ADA Coordinator
As: City's Authorized Agent
P.O Box 1827
Mobile AL 36633

CONTRACTOR:
Sain Associates, Inc.
c/o Kevin Harrison
As: Contractor's Authorized Agent
358 St. Louis St.
Mobile, AL 36602

C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH.

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.

XIX. EFFECT OF DEFAULT

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.

XX. WITHHOLDING PAYMENT DUE

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.

XXI. CURE PLAN

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.

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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.

XXIII. PEER REVIEW/VALUE ENGINEERING

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.

XXIV. ANTI-BOYCOTT

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.

XXV. NON-DISCRIMINATION

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

XXVI. COMPLIANCE WITH 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 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.

XXVII. 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. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

E. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

F. 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.

G. 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.

H. 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.

I. 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.

J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. 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.

L. 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.

M. 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.

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

O. 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.

P. 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.

Q. 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.

R. 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.

S. Non-Assignment. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion

T. 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.

XXVIII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR, Sain Associates, Inc.

By: _____ Date: 3-19-26
Name Alicia Bailey, P.E. Practice Leader / Sr. Principal
Its Authorized Agent

ACKNOWLEDGEMENT

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **Alicia Bailey, P.E** whose name as **Practice Leader / Sr. Principal and Authorized Agent of Sain Associates. Inc**. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 19th day of March, 2026

_____
Notary Public
Print Vann Rutledge
My commission expires: 11/10/2029
(Seal)

Vann W. Rutledge
Notary Public, Alabama State at Large
My Commission Expires Nov. 10, 2029

CITY OF MOBILE, A Municipal Corporation

By:_____ Date: _____
Spiro N. Cheriogotis, Mayor

ATTEST:

_____
City Clerk

EXHIBIT A: STATEMENT OF WORK

EXHIBIT B: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

EXHIBIT C E-VERIFY DOCUMENTATION

SAIN ASSOCIATES

358 Saint Louis Street
Mobile, Alabama 36602
Telephone: (205) 940-6420
www.sain.com

January 20, 2026

Mr. Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436

SUBJECT: ADA Transition Plan Update – Phase 2
City of Mobile
Sain # 250147

Mr. Rose:

We appreciate the opportunity to submit this proposal for updating the ADA Transition Plan for the City of Mobile. The following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mobile has previously prepared a transition plan to address federal requirements related to ADA compliance. The plan was last updated in 2016 and included an inventory of all city rights-of-way at the time, as well as an update of plan items such as ADA policy, grievance forms, and a plan to achieve right-of-way compliance. One item excluded from the 2016 update was an inventory of all city-owned facilities, and the plan noted that updated inventories of all city-owned facilities would be planned as CIP projects in future fiscal years.

In 2025, Sain Associates with assistance from Watermark Design Group. LLC. completed Phase 1 of the ADA Transition Plan update. This consisted of sidewalk ADA Compliance review of all newly annexed sidewalks (approximately 60 miles) in the City of Mobile, and ADA Compliance review of Saenger Theatre, the Richard DAR House, the Tardy Cottage, the Ben May Library, the Mobile Exploreum, and the Museum of Mobile.

The City has now requested that Sain Associates assist the City in preparing phase 2 of the update to assess compliance with current ADA regulations. As decided by the City, Phase 2 will focus on inventory of city owned facilities, rather than inventory of sidewalks within City right-of-way. Sain Associates will team with Watermark Design Group, LLC, to inventory the listed facilities attached to this letter.

Due to the City's available budget and the significant number of public facilities (over 1 million square feet), sidewalk (approximately 800 miles), and associated pedestrian elements (ramps, crosswalks, etc.) that must be inventoried, a full inventory of facilities and rights-of-way requires multiple years to complete. Following these currently proposed second phase, a third phase will be proposed for 2027, to include approximately 220 miles of sidewalk and pedestrian elements, along with additional public buildings as directed by the City. Since this project is being scoped to span multiple years, there is probability that the scope may vary and additional construction or annexation of new City facilities and rights-of-way may occur.

We anticipate an update or revision of the City's online ADA Transition Plan document would be performed as part of future phased updates, so any plan updates have been excluded from this current

scope of services. The City may elect to perform the future document updates in house, or Sain would be available to make update recommendations or prepare a fully updated document in the future.

Scope of Services
Sain Associates will provide the following scope of services:

Sain will partner with Watermark Design to collect an inventory of City owned/leased buildings, given the Watermark team's extensive history in the development of ADA assessments of similar scope. See attached for Watermark Design's scope of services, which also includes the detailed list of buildings to be evaluated during the second year of inventory.

Sain and Watermark Design will attend virtual monthly progress meetings to provide updates to the City while the inventory is underway and will meet with the City upon completion to review and discuss the results of the second phase of inventory and plan for future phases. The final deliverables from Sain will mirror the items provided in Phase 1. There will be an updated inventory, along with a memorandum summarizing the results of the Phase 2 inventory.

Exclusions
The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: review and update of City's online ADA Transition Plan document; ADA inventory of sidewalks not related to the list of City facilities included in this proposal; public involvement/outreach; review and update of City's grievance and request policies; ADA inventory of City programs; preparation of a plan for implementation and phasing of improvements needed to achieve ADA compliance with rights-of-way; ADA compliance inventory of web based content and mobile apps; design or construction plans to address ADA non-compliance, or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed with the additional services.

Fees
We propose to provide the above described services based on the following fee schedule:

Inventory of City Facilities	Lump Sum $150,000
Total Lump Sum Budget	$150,000

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work
The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We anticipate receiving NTP near the beginning of Spring 2026, and the inventory would require approximately 3 months to complete. If completed during Summer 2026, this would allow sufficient time for the City to plan and budget for the next inventory phase in FY 2027. The Sain and Watermark team will be available to assist the City with planning and budgeting for future phases as needed.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Kevin Harrison, PTP
Gulf Coast BD/ Sr. Planner

Enclosures:
Watermark Design Group proposal
Sain Terms & Conditions (sch. 2026)

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E., Practice Leader/Sr. Principal, AL No. 26339



Signature of Authorized Representative

Date: 1/20/2026

ACCEPTED:
CITY OF MOBILE

BY: _____
Signature of Authorized Representative

_____
Print Name & Title

Date: _____

July 29, 2025

Kevin Harrisson, PTP
SAIN Associates
COM ADA Transition Plan

Cc: Dan Mellott, Alicia Bailey

Regarding: Proposal for Professional Design Services
City of Mobile ADA Transition Plan Rev. 1 for Year 2026

Dear Mr. Harrisson:

Watermark Design Group, LLC, appreciates the opportunity to provide the proposal outlined herein for the continuation of the development of a comprehensive ADA Transition Plan for the City of Mobile. Our proposal was developed based on our understanding of the project following conversations with SAIN Engineering and the City of Mobile (Don Rose), and the work recently completed for the year 2025.

In coordination with the COM, SAIN and other stakeholders, we are prepared to continue to support the City of Mobile ADA Transition Plan by documenting city owned/leased building's compliance, or lack thereof, with the Americans with Disabilities Act (ADA). The deliverables will be compatible with the NEXGEN asset management interface. The Watermark team has an extensive history in the development of ADA assessments with corroborative code excerpts and guidelines for compliance. Our team's range of experience and service offerings are comprehensive, broad-based, and fully encompass the requirements needed for this project.

If you have any additional questions or need clarification, please feel free to reach out to me at cechols@watermarkarch.com and/or 251-665-5477.

Sincerely,
For the Firm



Catarina Echols
Associate Architect



John A. McArthur, III, AIA
President / Principal Architect
WATERMARK DESIGN GROUP, LLC

watermark
DESIGN

Proposal for Professional Design Services

COM ADA Transition Plan Building Assessment Supporting Documentation
July 29th, 2025 – Rev. 1

Project Understanding

It is our understanding that the City of Mobile (COM) is requesting SAIN Engineering to document compliance, or lack thereof, with the Americans with Disabilities Act (ADA) along with Titel II and Title III regulations, for COM owned/leased properties. The compliance requirements prescribed for sites and buildings allow them to be physically accessible to people with disabilities. Watermark Design Group (WDG) was asked to provide both assessment and documentation of the current conditions of COM owned and/or leased buildings in terms of ADA compliance, and to advise on the necessary changes to implement the requirements of the ADA Standards for Accessible Design.

Our project team employs an integrated design approach that builds upon the expertise of each team member, beginning with the initial meetings and crucial early stages of the discovery process.
We advocate for a transparent and collaborative process that includes key COM and SAIN stakeholders, to better inform planning decisions and strengthen the scope and the amount of thought infused into the project. Architecture will be engaged throughout all phases of the project and will play an integral role throughout the development of field assessments and the assembly of the data. As project manager for this project, Catarina Echols will be the main point of contact for the client team. She will work closely with the other disciplines to maintain a consistent and accessible presence for you and your team.

The building assessment, which starts at the points of entry into the building, shall be of the responsibility of both the SAIN Associates and WDG teams. It includes The Approach and Entrance items that are outlined in the ADA checklist for existing facilities published by the Institute for Human Centered Design, and the 2010 ADA Standards for Accessible Design. WDG is responsible for all compliance items inside of each facility, including Access to Goods and Services, Toilet Rooms, and other Additional Access Items, such as Drinking Fountains and Fire Alarms.
Our proposed facilities for the first year of assessments, which are subject to confirmation, were selected from the list below:

The proposed buildings for the 2026 assessment are listed on the table below. They were originally identified as Priority 1 in the latest iteration of the Architectural and Engineering Department Survey List. I am also including the buildings listed under priority 2 and 3, respectively, so that you can more easily determine if there are other buildings that may need to be moved to the 2026 survey.
There are approximately 22 buildings, encompassing an area of 317, 680 SF to assess for 2026, the great majority of which include parking. Our Team is comprised of four people, Thomas Jarman, the project architect, Catarina Echols, the project manager, Kelly Rosson, the project senior designer, and Vincent Walker, the project GIS Analyst. Our estimated fee for the work is $125, 000.00. Please note that both the Purchasing and the Architecture and Engineering, AE, City Departments are going to make revisions to the proposed buildings to better align with their soon to be defined building maintenance list for 2026.

PROPOSAL 2026

Fee Proposal Summary

Sain Engineering
COM ADA Transition Plan
Year Two - Public Facing Facilities Priority ONE
Revision no. 1 July 29, 2025

FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 2
~~Animal Shelter - Office & Kennels~~	7,300	Yes	Yes	Administrative	
200 Government Street - Office Building	26,200	Yes	Yes		26,200
Mobile Technology Center (MIT)	11,280	Yes	Yes		11,280
Western Administrative Complex WAC - Bldg. 3	1,700	Yes	Yes		1,700
Western Administrative Complex WAC - Bldg. 10	2,700	Yes	Yes		2,700
Western Administrative Complex WAC - Gym + Rear Offices	15,300	Yes	Yes		15,300
Western Administrative Complex WAC - Main Offices	15,300	Yes	Yes		15,300
Western Administrative Complex WAC - Bldg. 13	2,500	Yes	Yes		2,500
Western Administrative Complex WAC - Bldg. 111	2,500	Yes	Yes		2,500
~~Archives~~	18,200	Yes	Yes		
~~Police Headquarters~~	37,760	Yes	Yes		
Pixie Playouse in the Park Theatre	4,700	Yes	Yes	Entertainment	4,700
Joe Jefferson Players	8,000	Yes	No		8,000
Mobile Museum of Art	80,000	Yes	Yes	Museum	80,000
Phoenix Museum	3,300	Yes	Yes		3,300
Moorer Branch Library	12,900	Yes	Yes	Library	12,900
Parkway Branch Library	9,000	Yes	No		9,000
Library Local History & Geneology	4,000	Yes	Yes		4,000
Virginia Dillard Smith Branch Library	17,500	Yes	Yes		17,500
West Regional Library	62,000	Yes	Yes		62,000
Library Administrative Office Annex	3,000	No	Yes		3,000
Library Administrative Offices	7,200	No	Yes		7,200
Fort Conde Welcome Center	4,800	Yes	Yes	Historic	4,800
Fort Conde Museum	19,300	Yes	Yes		19,300
Quigley House (Distinguish Young Women)	4,500	Yes	Yes		4,500

ORIGINAL PRIORITY 1 ASSESSMENT TOTAL AREA =	**380,940**	**Actual Area**	**317,680.00**
	0.40	**Fee**	$127,072.00
		Rounded Fee	$125,000.00

TENTATIVE TABLE FOR YEAR 2027

Except for the last seven (7) entries, all other assessments are relatively current. We propose to enter the existing information, as well as new georeferenced field surveys, to the ArcGIS system and the NexGen Portal, respectively.

Fee Proposal Summary

Sain Engineering
COM ADA Transition Plan
Year Three - Public Facing Facilities Priority TWO
Revision no. 0 June 30, 2025

FACILITY	AREA	Drawings	Reporting 2018	CATEGORY	Year 3
Arlington Park - Restroom	150	Yes	Yes		
Baumhauer-Randle Park - Restroom	1,600	Yes	Yes		
Baumhauer-Randle Park - Concession	400	Yes	Yes		
Bienville Square- Gazebo & Restroom	1,000	Yes	Yes		
Bush Park (BLDG OWNED BY OTHER) - SITE		No	Yes		
Aaron (Henry) Park - Concession Restroom	1,681	Yes	Yes		
Medal of Honor Park - Playground Restroom	912	Yes	Yes		
Medal of Honor Park - Football Field Concession	1,850	Yes	Yes		
Medal of Honor Park - Baseball Fields Concession	1,850	Yes	Yes		
Medal of Honor Park - Bicentennial Pavillion	500	Yes	Yes		
Medal of Honor Park - Gymnastics Center	9,804	Yes	Yes		
Crawford-Murphy Park- Restroom	1,500	Yes	Yes		
Crawford-Murphy Park- Concession & Restroom	1,300	Yes	Yes		
Sam Stotts Park - Outbuilding/Restroom	500	Yes	Yes		
Sam Stotts Park - Recreation Center	1,600	Yes	Yes		
Doyle Park - Restroom		No	Yes		
Figures (Michael) Park - Community Action Bldg	1,500	Yes	Yes		
Figures (Michael) Park - Community Center	16,700	Yes	Yes		
Figures (Michael) Park - Concession & Restroom	600	Yes	Yes		
Harmon Park - Recreation Center	21,500	Yes	Yes		
Herndon (Sage) Park - Restroom	1,000	Yes	Yes		
Herndon (Sage) Park - Concessions	1,000	Yes	Yes		
Hillsdale Park - Recreation Center	1,680	Yes	Yes		
Hillsdale Park - Concession & Restroom	1,000	Yes	Yes		
Hillsdale Park - Community Center	20,000	Yes	Yes		
Connie Hudson Mobile Regional Senior Community Center *	19,600	Yes	Yes		
Hope (Plateau) - Community Center (Renovated)	13,900	Yes	Yes		
Kidd Park - Recreation Center	1,400	Yes	Yes		
Langan (Municipal) Park - Restroom Near Playground	1,100	Yes	Yes		
Langan Park Ball Fields - SITE		Yes	Yes		
Langan Park Ball Fields- Ballfield A Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield C Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield B Concesion	3,600	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom & Storage	1,100	Yes	Yes		
Langan Park Ball Fields- Ballfield D Restroom	1,100	Yes	Yes		
Langan (Municipal) Park - Concession Near Main Entrance	1,100	Yes	Yes		
Langan (Municipal) Park - Restroom Near Pavilions	1,100	Yes	Yes		
Langan (Municipal) Park - Concert Pavilion	3,600	Yes	Yes		
Laun Park - Recreation Center	2,600	No	Yes	Parks & Community Recreation Centers included in relatively recent report	
Lavretta Park - Art Instruction Center	2,880	Yes	Yes		
Lavretta Park - Restroom	2,400	Yes	Yes		
Dog River (Luscher) Park - Concession	1,100	Yes	Yes		
Dog River (Luscher) Park - Recreation Center	2,600	Yes	Yes		
Dog River (Luscher) Park - Restroom	1,000	Yes	Yes		
Lyons Park - Tennis Center	2,700	Yes	Yes		
Lyons Park - Pavilion & Restrooms	3,100	Yes	Yes		
Maitre Park - Concession & Restroom	2,400	Yes	Yes		

CONTINUATION OF 2027

Fee Proposal Summary

Sain Engineering
COM ADA Transition Plan
Year Three - Public Facing Facilities Priority TWO
Revision no. 0 June 30, 2025

watermark
DESIGN

Matthews Park - Restroom at Main Entrance		No	Yes		
Matthews Park - Concession & Restroom		No	Yes		
Matthews Park - Concession & Storage Near Ballfield C		No	Yes		
Matthews Park- Ballfield A Concession		No	Yes		
McCants-Chavers (Mobile Terrace) Park - Restoom	575	Yes	Yes		
Miller Park - Ballfield A Concession	1,800	No	Yes		
Mims Park - Club House (Repairing)	600	Yes	Yes		
Mims Park - Concession & Restroom (Repairing)	3,000	Yes	Yes		
Mitternight Park - Recreation Center	2,400	No	Yes		
Newhouse Park - Recreation Center	2,200	Yes	Yes		
Sullivan (Thomas) Park - Concession & Restroom	1,393	Yes	Yes		
Sullivan (Thomas) Park - Community Center	15,207	Yes	Yes		
Rickarby Park Recreation Center	2,500	Yes	Yes		
Skyland Park Pavilion	500	No	Yes		
Parkway Senior Center	5,475	Yes	Yes		
Springhill Recreation Center	15,000	Yes	Yes		
Stewart Park	400	No	Yes		
Taylor Park - Community Center	13,600	Yes	Yes		
Taylor Park - Pool House	800	Yes	Yes		
Tricentennial Park - Restroom	750	Yes	Yes		
Seals (James) Park - Community Center	16,100	Yes	Yes		
Theodore (Heroes) Park - Concession & Restroom	2,000	Yes	Yes		
Trimmier Park - Recreation Center	1,100	Yes	Yes		
Trimmier Park - Concession & Restroom	1,600	Yes	Yes		
Trinity Gardens - Michael C. Dow Amphitheater	7,600	Yes	Yes		
Trinity Gardens - Tricksey Senior Center	3,600	Yes	Yes		
Trinity Gardens - Dotch Pool House	1,500	Yes	Yes		
Trinity Gardens - Dotch Community Center	16,300	Yes	Yes		
Cooper Riverside Park - Restroom	1,000	Yes	Yes		
Tillman's Corner Community Center	10,000	Yes	Yes		
Botanical Gardens - Art Studio	2,100	Yes	Yes		
Japanese Gardens - Studies Center	1,100	Yes		Not included in report	1,100
Japanese Gardens - Welcome Center	2,100	Yes			2,100
Azalea City Golf - Restroom A	800	Yes	Yes		800
Copeland-Cox Tennis Center - Pro Shop	4,000	Yes			4,000
Copeland-Cox Tennis Center - Restroom	1,300	Yes			1,300
Copeland-Cox Tennis Center - Locker Room	1,400	Yes			1,400
Dearborn Street YMCA	36,100	Yes	Yes		36,100

ORIGINAL PRIORITY 2 ASSESSMENT TOTAL AREA = 341,107
POTENTIAL PRIORITY 2 ASSESSMENT TOTAL AREA = 46,800

TENTATIVE TABLE FOR YEAR 2028

Fee Proposal Summary

Sain Engineering
COM ADA Transition Plan
Year Four - Public Facing Facilities Priority THREE
Revision no. 0 June 30, 2025

FACILITY	AREA	Drawings	CBRE	CATEGORY	Year 4
Manzie Neighborhood Resource Center	*6,345*	No	No	Administrative	
Western Administrative Complex (WAC) - Storage #1	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Storage #2	1,200	Yes	Yes		
Western Administrative Complex (WAC) - Bldg #12 SWAT Garage	2,500	Yes	Yes		
Sage Avenue Armory (Parks & Rec Offices) - SITE		No	No		
Telecommunications Bldg.		No	Yes		
Hurtel (Ft. Wright) Armory - Maintenance Shop	6,000	Yes	Yes		
Hurtel (Ft. Wright) Armory - Main Bldg	38,144	Yes	Yes		
Special Events	6,060	Yes	No		
Oakleigh House Museum	5,600	Yes	Yes	Museum	
Parks Western Maintenance Complex - Office		No	No	Parks and Community Recreation Centers	
Fire Station #1 (Freeman)	6,200	Yes	Yes	Public Safety	
Fire Station #3 (Central Fire Station)	18,800	No	No		
Fire Station #6 (Edwards)	4,700	Yes	Yes		
Fire Station #9 (Husband)	2,600	Yes	Yes		
Fire Station #11 (Willett)	5,300	Yes	Yes		
Fire Station #14 (Toulminville)	3,400	No	Yes		
Fire Station #12 (Crichton) *	12,137	Yes	No		
Fire Station #16 (Lathan)		Yes	No		
Fire Station #8/17 (Melton)	7,124	Yes	Yes		
Fire Station #18 (Springhill) *	9,800	Yes	No		
Fire Station #19 (McCosker)	4,500	Yes	No		
Fire Station #20 (Petry)	4,500	Yes	No		
Fire Station #21 (Reid)	4,500	Yes	No		
Fire Station #5/22 (Tapia)	5,960	Yes	No		
Fire Station #23 (Sirmon)	4,500	Yes	No		
Fire Training Center - Classroom & Office	2,987	Yes	Yes		
Fire Central Supply Warehouse/ Fire Bureau	2,000	Yes	Yes		
Fire Station #28 (Berger)	9,427	Yes	Yes		
Fire Station #7 (Seelhorst)	6,000	Yes	Yes		
Public Safety Complex (Police FS #26/Police Fourth Precinct)	28,500	Yes	Yes		
Police Academy	8,900	Yes	Yes		
Metro Firearms Training Facility (Main Bldg.) - Office & Classroom	2,000	Yes	Yes		
Animal Shelter - Ofiice & Kennels	5,770	Yes	Yes		
Police Third Precinct	9,735	Yes	Yes		
MPD Traffic Division- Shop (old Motor Pool)		Yes	No		
MPD Traffic Division- Office (old Motor Pool)	6,700	Yes	No		
Police Crime Prevention Bldg	2,800	No	No		
Police Vehicle Impound	6,100	Yes	No		
Police Special Operations Facility	2,200	Yes	No		
Police Mounted Unit- Grand Bay	2,200	No	No		
Traffic Engineering - Office Bldg	3,500	Yes	Yes	Public Services	
Traffic Engineering - Sign Shop	4,300	Yes	Yes		
Public Works Complex	76,000	Yes	Yes		
Public Buildings Complex - Office, Shop, & Storage	15,700	Yes	Yes		
Public Buildings Complex - Welding Shop	4,100	Yes	Yes		
Public Buildings Complex - Roof & Fence Storage	2,300	Yes	Yes		
Public Works Garage - Paint & Body Shop	1,500	Yes	No		

ORIGINAL PRIORITY 3 ASSESSMENT TOTAL AREA = 357,444
POTENTIAL PRIORITY 3 ASSESSMENT TOTAL AREA = TBD

TASK 1 - COORDINATION

A. Meet with COM to confirm scope:
   1. Confirm buildings for year two, priority 1.
   2. Adjust the list of facilities based on the city's input.
   3. Prioritize the order for the building assessments.
   4. Discuss integration of site and building data with the sidewalk data.
   5. Schedule site assessment (parking, path to building front door, building perimeter sidewalks and curb cuts)
   6. Confirm that the data being collected is per the Template developed during Year 2025:
      a. Priority 1 (Approach and Entrance):
         i. Compliance with Parking and Signage requirements
         ii. Accessible route to front door
            - Curbs, Ramps and Railings
         iii. Accessible entrance
            - Hardware, Threshold and Clearance
      b. Priority 2 (Access to Goods and Services):
         i. Accessible route to public places inside the building
            - Characteristics of walking surfaces
            - Ramps, Stairs, Railings and Handrails
            - Access to Elevator or Lift
            - Signage
         ii. Accessible doors
            - Hardware, Threshold and Clearance
         iii. Other
            - Access to controls (switches, alarms, intercom)
            - Aisles
            - Seating (auditorium)
            - Surfaces
            - Children use
      c. Priority 3 (Toilet Rooms)
         i. Accessible Route and Signage
         ii. Accessible entrance
            - Hardware, Threshold and Clearance
         iii. Accessible Toilet Rooms
            - Plumbing Fixtures
            - Accessories
            - Stalls
            - Children Use
      d. Priority 4 (Additional Access)
         i. Accessible drinking fountain
            - Children Use

B. Review Available Data
   a. As Built Drawings
   b. CBRE reports

C. Coordination with relevant disciplines such as structure, MEP and Environmental.
    a. Evaluate potential repercussions to the required rework.

D. Set up an ArcGIS interface and schema for fieldwork, book deliverables, and NEXGEN data exchange.
    1. Name & Location Details
        a. Property Name
        b. Address
        c. City
        d. Google Street View - Links
        e. Coordinates (Latitude + Longitude)
    2. Building footprint.
        a. In three colors:
            i. Green for Priority 1
            ii. Orange for Priority 2
            iii. Blue for Priority 3
        b. Georeferenced PDF for each floor.
    3. Place different marker shapes per element being evaluated and color for priority and shape for each priority attribute.
        a. Multiple shape markers at each of the locations data was retrieved:
            i. Parking – Pinched Circle
            ii. Points of Entry – Square
            iii. Routes – Circle
            iv. Children Use – Triangle
            v. Toilet Room – Diamond
            vi. Drinking Fountain –Droplet
            vii. Summary – $\acute{\imath}$
        b. Marker Color:
            viii. Red for not compliant
            ix. Yellow for partially compliant
            x. Green for compliant
        c. Marker Size related to Priority.
        d. Additional information tied to each marker:
            xi. Photographs

E. Provide project deliverables as the types of documents to include as links to the comprehensive assessment document
    1. Priority Template
    2. Excel Exports
    3. Summaries
    4. GIS Workflow Explanation and Instructions for Use

TASK 2 – FLOOR PLAN PREPARATION AND ARC GIS INTERFACE DASHBOARD DEVELOPMENT

A. Visit a facility and document actual conditions via photos, notes, edits to the drawings, etc.
    a. Data will be collected using ArcGIS Mobile Field Applications.
B. Design a working dashboard for data collection and analysis
    a. ESRI's ArcGIS Online (AGOL) shall be used to create feature layers for each ADA priority.
    b. ArcGIS Field Maps Web Applicator shall be used to create smart form using data specific for building ADA assessments. This form shall be accessible to field accessors performing ADA inspections using the ArcGIS Mobile Application.
    c. In order ensure field accessors placed assessment points in the correct general vicinity, colorized PDF floor plans shall be georeferenced into the ArcGIS Pro.
    d. Online web tiles layers shall be created using the georeferenced floor plans and a map formulated using the tiles layers and feature layers.

TASK 3 – FIELD ASSESSMENTS

A. Physically visit each building and site and collect data.
B. Data collected shall be symbolized uniquely to assist field collection.
    e. Each shape reflected priority and the color the level of compliance.
C. Substantiate findings and prescriptive instructions with code-based sections.
D. Coordinate with other disciplines for opinion for the required renovations.

TASK 4 – DELIVERABLES (NEXGEN REPORTING AND DASHBOARD)

A. Compile architectural and ArcGIS dashboard deliverables for NexGen upload.
B. Provide access to all data on the ArcGIS web application viewer.

SUMMARY OF PROFESSIONAL SERVICES FEE

A. The scope of work outlined above will be performed for a total lump sum fee of $125,00.00.
B. The fee was determined based on the staff required for the project and the estimated time that it would take to complete the evaluation of the 25 facilities listed in the table, which account for 380,940 SF of building area. Parking, if provided by these facilities, will also be included in the assessment.
C. Our Team is comprised of four people, Thomas Jarman, the project architect, Catarina Echols, the project manager, Kelly Rosson, the project senior designer, and Vincent Walker, the project GIS Analyst. Our estimated fee for the work was rounded from the $127,070.00 calculated fee, to $125,000.00, which is the available budget for 2026.

Professional Services:		Fee:
Task 1 - Coordination		$12,707.20
Task 2 - Floor Plan Preparation + Arc GIS Dashboard Development		$38,121.60
Task 3 - Field Assessments		$50,828.80
Task 4 - Deliverables (NexGen Reporting, Dashboard)		$25,414.40
PROFESSIONAL SERVICES TOTAL =		**$127,070.00**

WORK SCHEDULE

A. All work will begin after the notice to proceed is provided to Watermark. The anticipated
B. schedule for the yearly scope will be approximately 3 months upon the issuance of the notice to proceed.

We trust that the proposal herein is responsive to your request and needs. Please let me know if you have any questions or need additional information.

We look forward to working with you on this project.

Sincerely,

For the Firm





Catarina Echols, AAIA

Project Manager

Watermark Design Group, LLC

John A. McArthur, III, AIA “Sandy”

Principal Architect / President

Watermark Design Group, LLC

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Rates:

Principal	$240.00 - $365.00 per Hour
Engineer/Planner	$120.00 - $190.00 per Hour
Senior Engineer	$190.00 - $280.00 per Hour
GIS Analyst	$125.00 - $150.00 per Hour
GIS Professional	$160.00 - $185.00 per Hour
Designer	$110.00 - $175.00 per Hour
Project Control Specialist	$90.00-$140.00 per Hour
Surveyor	$120.00 - $250.00 per Hour
Survey Crew (1-Person)	$127.00 per Hour
Survey Crew (1-Person + Robot)	$193.00 per Hour
Survey Crew (2-Person)	$220.00 per Hour
Survey Crew (3-Person)	$277.00 per Hour
Survey Per Diem	$190.00 per person per Night
Administrative Support	$80.00 - $115.00 per Hour

Reimbursable Expenses
Printing, contract carrier service, and travel expenses are ~~not~~ included within Consultant's basic fee ~~and will be passed along to Client at cost plus 10%~~.

Payment
Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts exceeding 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts exceeding 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a reasonably prudent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client
Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others
Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals
Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services
Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor, or material supplier.

Right of Entry
Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications
Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences
If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in

Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media
Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product. Any use, conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Liability
To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the insurance coverages referenced on the Consultant's Certificate of Insurance.

Consultant's Choice of Arbitration or Litigation
Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by litigation in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Force Majeure
The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to defend (at Consultant's option), indemnify, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties
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 Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver
Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability
In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2026

EXHIBIT B – EVIDENCE OF INSURANCE
INSURANCE Design Professional Service Contracts

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of $1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance.

A. For the duration of this Agreement, shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-

owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

B. Certificate Of Liability Insurance Endorsement Page

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile, *except professional liability insurance and workers' compensation insurance.*

2. Additional Insured - All policies of insurance shall be endorsed to name the 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.

5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages ***along with separate policy endorsements as described above.*** **Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2026

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
The Prewitt Group
2146 Highland Avenue South
Birmingham, AL 35205

CONTACT NAME: Amy Price
PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155
E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Property And Casualty Insurance Company Of Hartford	34690
INSURER D : Beazley Insurance Company, Inc	37540
INSURER E : Westchester Fire Insurance Company	10030
INSURER F :	

INSURED
Sain Associates, Inc.
2 Perimeter Park South
Birmingham, AL 35243

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	21 SBA BU6ULJ	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DRONE LIABILITY	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	21UECDS6733	8/1/2025	8/1/2026	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 X RETENTION $ 10,000	X	X	21 SBA BU6ULJ	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	21WECAE8UYB	1/1/2026	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
D	Professional Liab			C358A2250301	8/13/2025	8/13/2026	Each Claim/Aggregate	2,000,000
E	Cyber Liability			G48769226 001	8/1/2025	8/1/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All projects/jobs performed by tne Named Insured listed above.
Leased and rented equipment limit of $45,000 included in BOP Policy# 21 SBA BU6ULJ listed above.

City of Mobile is named Additional Insured in regard to General Liability and Automobile Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insured will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Waiver of Subrogation in favor of City of Mobile in regard to General Liability, Automobile Liability and Workers Compensation when required by written contract, per policy terms and conditions. Umbrella/Excess Liability follows underlying General Liability, Auto
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36644

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: SAINASS-01 KHAYWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Sain Associates, Inc. 2 Perimeter Park South Birmingham, AL 35243
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Liability, and Employers Liability policies listed above, subject to policy terms and conditions. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

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Declarations: Umbrella Liability Supplemental Policy

This Declarations Page, with the Umbrella Liability Supplemental Policy Form and Supplemental Policy endorsements, if any, shall together constitute this Umbrella Liability Supplemental Policy, also referred to as "Supplemental Policy". The Supplemental Policy in turn forms a part of the Policy Number shown below.

None of the provisions of the Policy to which this Supplemental Policy is attached applies to the Umbrella Liability Insurance provided hereunder, unless otherwise specified in this Supplemental Policy.

Policy Number: 21 SBA BU6ULJ

Policy Period
Effective Date: 08/01/2025
Expiration Date: 08/01/2026
12:01 A.M., Standard time at the address of the named insured as stated herein.

Insurer:
Property and Casualty Insurance Company of Hartford
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:
SAIN ASSOCIATES, INC.
2 PERIMETER PARK S STE 500E
BIRMINGHAM, AL 35243-3236

Named Insured Is: SAIN ASSOCIATES, INC.

PREMIUM: $4,251

CONTINUED

Declarations: Umbrella Liability Supplemental Policy

CONTINUED

POLICY PERIOD **EFFECTIVE DATE:** 08/01/2025 **EXPIRATION DATE:** 08/01/2026
12:01 A.M., Standard time at the address of the named insured as stated herein.

LIMITS OF INSURANCE
The Limits of Insurance subject to all the terms of this Supplemental Policy that apply are:

EACH OCCURRENCE LIMIT: $5,000,000
GENERAL AGGREGATE LIMIT: $5,000,000
(Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT: $5,000,000
BODILY INJURY BY DISEASE AGGREGATE LIMIT: $5,000,000

SELF INSURED RETENTION: $10,000 Each Occurrence

Schedule of Underlying Insurance

See Attached Extension Schedule of Underlying Insurance

Form Numbers of Forms and Endorsements that apply:

FORM NUMBER	FORM NAME
SU 00 00 12 19	UMBRELLA LIABILITY SUPPLEMENTAL POLICY
SU 20 10 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF REAL PROPERTY
SU 00 04 10 18	EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - OCCURRENCE
SU 00 03 10 18	EXTENSION SCHEDULE OF UNDERLYING INSURANCE
SU 20 09 10 18	EXCLUSION - CARE, CUSTODY OR CONTROL OF PERSONAL PROPERTY
SU 20 01 10 18	EXCLUSION - SILICA
SU 30 08 10 18	FOLLOWING FORM ENDORSEMENT - AUTOMOBILE LIABILITY
SU 20 00 10 18	ABSOLUTE LEAD EXCLUSION
SU 01 41 10 18	AMENDMENT OF UMBRELLA CONDITIONS - TENNESSEE
SU 21 09 03 23	FOLLOWING FORM ENDORSEMENT - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
SU 00 02 10 18	BLANKET ADDITIONAL INSURED BY CONTRACT - UMBRELLA
SU 20 19 10 18	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
SU 00 05 10 18	UMBRELLA LIABILITY SUPPLEMENTAL POLICY DECLARATIONS PAGE

Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	$1,000,000
	General Aggregate Limit	$2,000,000
	Liability and Medical Expenses Limit	$1,000,000
	Medical Expenses Limit	$10,000
	Personal and Advertising Injury Limit	$1,000,000
	Products-Completed Operations Aggregate Limit	$2,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included[1]
SL 51 71 10 18	EMPLOYEE BENEFITS LIABILITY - OCCURRENCE	
	Aggregate Limit	$2,000,000
	Each Claim Limit	$1,000,000
SL 30 31 10 18	UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT	Included[1]

[1]Included in Business Liability Limit(s)

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	**Form Name**
SL 30 29 10 18	ADDITIONAL INSURED EXCLUSION
SU 21 11 09 24	EXCLUSION - ENDOCRINE DISRUPTERS
SL 21 17 09 24	EXCLUSION - ENDOCRINE DISRUPTERS
SL 20 64 10 18	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 21 15 09 22	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 55 83 09 24	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
SU 21 12 09 24	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
SL 21 18 09 24	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
SL 90 13 10 18	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

BUSINESS LIABILITY COVERAGE PREMIUM: $1,303*

* Price is subject to fees and surcharges. For more details, refer to Page 12

BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE **Beginning On Page**

A. COVERAGES **1**
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4. Separation Of Insureds **16**

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7. Transfer Of Rights Of Recovery Against Others To Us **18**

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BUSINESS 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 Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part**,** means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C**. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F**. Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 **D.** Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** 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.

(2) 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.

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 **C.** 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

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(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

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, 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".

2. Medical Expenses

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.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) 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, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) 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.

(5) 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 against the insured.

(6) 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.

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(7) 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.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. 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:

(1) 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";

(2) This insurance applies to such liability assumed by the insured;

(3) 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";

(4) 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 interest of the indemnitee;

(5) 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

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) 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 **1.b.(b)** of Section **B.** Exclusions, 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:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "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; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

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 because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" 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 purpose of liability assumed in an "insured contract", reasonable attorneys' 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:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' 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;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** 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 **(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.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" 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 paragraph 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 this Coverage Part 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 paragraph 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".

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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

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) 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;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) 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 or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned 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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. 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;

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(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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** 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 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 a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or 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:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a., b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

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;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) 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;

(11) 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;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) 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; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of “bodily injury” or “property damage” 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; or

(2) Damages arising out of 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 such 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 Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of “bodily injury”.

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above 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.

s. Asbestos

(1) "Bodily injury", "property damage" or "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".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "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, 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 **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises 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 **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

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.

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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 with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. 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, other than that described in **b.** through **e.** below, 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), or 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 **(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, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(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 insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property 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:

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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.

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.

D. LIABILITY AND MEDICAL EXPENSES 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. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage 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.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

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.

E. LIABILITY AND MEDICAL EXPENSES GENERAL 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 under this Coverage Part 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 under this Coverage Part 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 under this Coverage Part must see to it that we receive a 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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's 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 Insured's 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 under this Coverage Part, 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, written agreement or permit that this insurance is primary and non-contributory with such 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 under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

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 insurance 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. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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 a claim is made or "suit" is brought.

5. 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 at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under 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, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(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 **B.** Exclusions.

(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 **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

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 semi-trailer 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 or motor vehicle registration 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;

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

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(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. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of “electronic data”, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. 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 **D.** Liability And Medical Expenses 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. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

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. 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, designs 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

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(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, on which are 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, of at least 1,000 pounds gross vehicle weight, 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 or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration 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:

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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, electronic, or any other manner of publication 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, electronic, or any other manner of publication 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" means 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 to be 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

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; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

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 "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

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.

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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. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "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.

25. "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.

26. "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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AE8UYB **Endorsement Number:**
Effective Date: 01/01/26 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: SAIN ASSOCIATES, INC.
2 PERIMETER PARK S STE 500E
BIRMINGHAM AL 35243

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

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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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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.

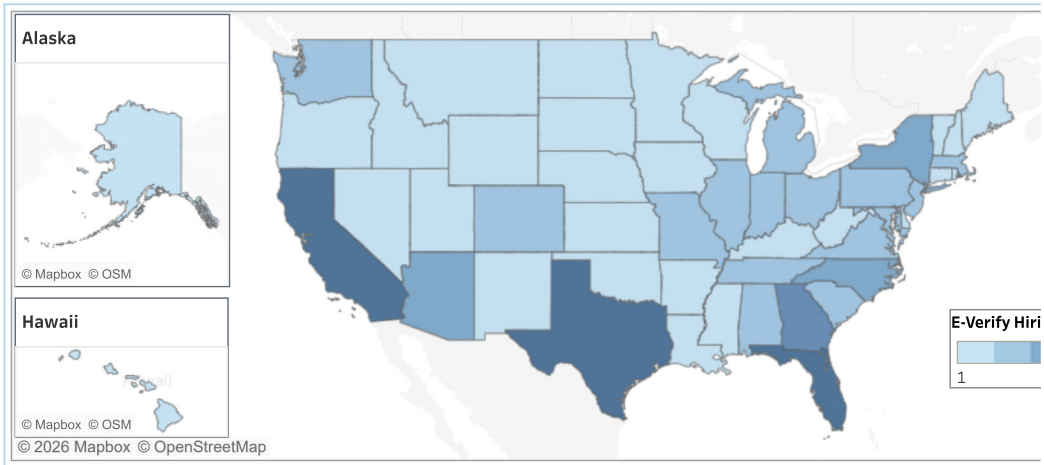
b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

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.

EXHIBIT C E-VERIFY DOCUMENTATION



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 thi

Business Name [Input Employer's legal name or DBA name]
sain associates

Industry Type
(All)

Account Status
☑ Open
☑ Terminated

Opted into E-Verify+
☑ No
☑ Yes

State/Territory
(All)

Date Enrolled [Select last 30 years for all data]
Last 21 years

Total Records F

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workf Size
6/21/2023	Sain Associates, Inc.		Open	Yes	12/28/2011		20 to

Parameters:

1 Frequency

USCIS updates the search tool daily at approximately 2 a.m. ET. Please email us at E-Verify @uscis.dhs.gov if you have questions about the data results.

Sain Associates, Inc.

Entity ID Number	000-016-162
Entity Type	Domestic Corporation
Principal Address	BIRMINGHAM, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	08/29/1972
Registered Agent Name	BUSINESS FILINGS INCORPORATED
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	---
Capital Authorized	$1,000
Capital Paid In	$1,740
Incorporators	
Incorporator Name	SAIN, CHARLES H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	LEE, J DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SNIDER, ROBBIE O
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 2023 2024
Transactions	
Transaction Date	10/13/1987
Legal Name Changed From	Charles H. Sain Associates
Transaction Date	05/31/1990
Capital Amounts Changed From	$2,000 Authorized $1,740 Paid In
Transaction Date	12/20/1994
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	02/01/1999
Registered Agent Changed From	* Added
Transaction Date	04/21/2004
Principal Office Changed From	HOMEWOOD, AL
Transaction Date	04/21/2004
Registered Agent Changed From	SAIN, C RANDY 505 OAKLINE DR HOOVER, AL 35226
Transaction Date	12/29/2008
Miscellaneous Filing Entry	AMENDMENT FILED
Transaction Date	03/03/2010
Registered Agent Changed From	BRYANT, WILLIAM J 2000 SOUTHBRIDGE PKY STE 500 BIRMINGHAM, AL 35209
Transaction Date	10/22/2010
Registered Agent Changed From	INGRAM, KARN 244 WEST VALLEY AVE STE 200 BIRMINGHAM, AL 35209
Transaction Date	10/03/2016
Miscellaneous Filing Entry	Registered Agent Change Effective 11-03-2016 17:00
Transaction Date	10/03/2016
Registered Agent Changed From	* Resign Date Added

Sain Associates, Inc.

Transaction Date	07/19/2018
Agent Mailing Address Changed From	* Added
Transaction Date	07/19/2018
Registered Agent Changed From	CT CORPORATION SYSTEM 2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	08/29/1972 Certificate of Formation 4 pgs.
Document Date / Type / Pages	10/13/1987 Legal Name Change 5 pgs.
Document Date / Type / Pages	05/31/1990 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/20/1994 Miscellaneous Entry 4 pgs.
Document Date / Type / Pages	02/01/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	04/21/2004 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/29/2008 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	03/03/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/22/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/03/2016 Agent Resignation 1 pg.
Document Date / Type / Pages	07/19/2018 Registered Agent Change 2 pgs.

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: ADA Transition Plan Updates

CAPITAL PROJECT # C0989 **DATE OF RECEIPT** 03/23/2026

DEPT. PROJECT # 0000

PROJECT DESCRIPTION Update infrastructure information in City Americans with Disabilities Act Transition Plans to meet regulatory requirements.

CONTRACT AMOUNT $ 150,000.00

VENDOR NAME Sain Associates

VENDOR NUMBER 295020

DEPT # 2560 **DEPT NAME** Procurement / ADA Coordinator

CONTRACT ADMINISTRATOR Don Rose

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N 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: __Don Rose_____ Date 3/23/2026

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To amend the professional services contract for water and sanitary sewer relocation design not included in the original scope of services, design of frames and structural support system.

Amount of Contract:
$100,122.50

Funding Source
C0690

ATTACHMENTS:
1. Resolution Goodwyn Mills Cawood Amendment Request
2. Goodwyn Mills & Cawood Amendment Request

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 03 to Contract 4469, 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. Whereby, the sum of $100,122.50 shall be added to the original contract amount of $19,722.163.00, with the new agreement sum to be $19,822,285.50. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Goodwyn Mills & Cawood, Inc.
Project Name:	Mobile Civic Center – Improvements Master Plan
Project Number:	CC-034D-22
Amount:	$100,122.50 (ADDITIONAL AMOUNT)

Adopted:

_____

City Clerk

AMENDMENT REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3030

DATE OF REQUEST: 03/04/2026

TYPE: Select One ☐(when money is available in project's budget; from project to contract)

VENDOR NAME: Goodwyn Mills & Cawood, Inc.

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add $ 100,122.50 from Capital Project#/Title:

C0690 - Civic Ctr - Improvements Master Plan

to contract# 4469 .

Total amount requested: $ 100,122.50

Current contract amount: $ 19,722,163.00

Revised contract amount: $ 19,822,285.50

Comments: To amend the professional services contract for water and sanitary sewer relocation design not included in the original scope of services, design of frames and structural support system.

Marilyn Bullard

Employee signature

Approval signature

Revised by B. Rhodes 1/6/2026

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

February 26, 2026

Subject: Goodwyn Mills Cawood, LLC Mobile Civic Center – Improvements Master Plan, Project Number CC-034D-22, C0690 Mobile Civic Center – Improvements Master Plan, Contract 4469, Amendment 03 recommendation.

On behalf of the City of Mobile, Volkert as the Program Manager, is hereby recommending approval of the attached Amendment 03 to the Goodwyn Mills Cawood Contract 4469. Amendment 03 is for a stipulated sum in the amount of $100,122.50.

Amendment 03 to the Agreement adds additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

This Amendment 03 in aggregate with Amendments 01 and 02 exceed 10% of the original contract value and will require a resolution for City Council approval.

The proposed fee has been reviewed and is reasonable.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 03

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "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."

In accordance with Article 1, Paragraph 1.2 of the Agreement, the City of Mobile hereby Amends the Agreement as follows.

Whereas, the Owner and Consultant wish to amend the Agreement to add additional work to include (1.) Civil Engineering services for water and sanitary sewer relocation design not included in the original scope of services in the amount of $27,622.50; and (2.) Structural Engineering services for design of frames and structural support system for the Conrad Albrizio mosaic murals based on the assessment of the existing condition of the murals following removal from the original Civic Center not included in the original scope of services in the amount of $72,500.00 comprised of $67,500.00 lump sum design fee plus $5,000.00 reimbursable expenses allowance.

The current Agreement Sum (inclusive of Amendments 01 and 02) of Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00) shall be increased by One Hundred Thousand One Hundred Twenty-Two Dollars and Fifty Cents ($100,122.50). Therefore, the new Agreement Sum shall be Nineteen Million Eight Hundred Twenty-Two Thousand Two Hundred Eighty-Five Dollars and Fifty Cents ($19,822,285.50).

Except as expressly modified herein, all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.

OWNER:

City of Mobile

Real Estate Asset Management

Signature

Carleen Stout- Director

Printed Name and Title

CONSULTANT:

Goodwyn Mills Cawood, LLC

Signature

YANN D. COWART
VP SPORTS ARCHITECTURE

Printed Name and Title

OWNER:

City of Mobile

Office of the Mayor

Signature

Spiro Cheriogotis, Mayor

Printed Name and Title

ATTEST:

City of Mobile

City Clerk

Signature

Printed Name and Title

SEAL

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

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: Julie Faulkner
PHONE (A/C, No, Ext): 334-273-7277 **FAX (A/C, No):** 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : HDI/Hartwell Insurance Co-Foray	17616
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills & Cawood, LLC
PO Box 242128
Montgomery, AL 36124

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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ZAGLB9258003	10/01/2025	10/01/2026	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 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	ZACAT9294203	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0	X	X	B1098M255353	10/01/2025	10/01/2028	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ZAWCI9750103	10/01/2025	10/01/2026	[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)
Project: #CC-034-22 Mobile Civic Center - Improvements Master Plan
Project Location: 401 Civic Center Drive; Mobile, Alabama 36602

City of Mobile is 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 (See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

provided by the named insured where required by written contract and subject to the policy terms, conditions and exclusions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto Liability and Workers Compensation 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 exclusion.

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
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2018

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

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
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

 © Insurance Services Office, Inc., 2018

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

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.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9294203

Named Insured: GOODWYN MILLS & CAWOOD INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2025

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

GMC
11 North Water St
Suite 15250
Mobile, AL 36602

Invoice number 24019.17
Date 08/28/2025

Project **24019 MOBILE CIVIC CENTER (MCC) REDEVELOPMENT**

For Professional Services Job #AMOB230117

Water and Sewer Rerouting Redesign

Professional Services

		Hours	Rate	Billed Amount
Andrew Watley		1.50	130.00	195.00
Avalisha L. Fisher		28.50	275.00	7,837.50
Connor T. Binkley		4.00	96.00	384.00
Jolinda G. Gilbert		20.50	130.00	2,665.00
Jonathan Williams		23.50	166.00	3,901.00
Kevin Fulmer		76.00	130.00	9,880.00
Rebecca Odom		24.00	115.00	2,760.00
	Phase subtotal			27,622.50
			Invoice total	27,622.50

Approved by:

Jonathan Williams
Project Engineer

Thank you for your business. If you are pleased with our services, please tell a friend or colleague. If not, please tell us! Please contact us if you have any questions about your invoice or your project.

PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES – Additional Service Request

Project:	**Mobile Civic Center Arena**
Client:	**GMC Architects**
Client Contact:	**Keith Parker**
Additional Service Title:	**ASR 04: Conrad Albrizio Mosaic Relocation Structural Engineering Services – Alternative Relocation Option**
Additional Service Date:	**February 18, 2026**
Base Project Number:	**S03.23039.01**

Walter P. Moore and Associates, Inc. (Walter P Moore) is currently engaged as a consultant on this project. We are submitting this Additional Service Request based on our understanding of increased and/or modified scope of work. We propose to provide services to Client as defined below:

Additional Service Description: We understand that the two tile mosaics named *Circus* and *Mardi Gras* by Conrad Albrizio were originally present in the Mobile, Alabama Civic Center, constructed in 1964. We understand the client would like to move them to the new civic center and will require structural engineering services to assist in art movement and final setting place. We understand the client would like the following:

1. Cut the art pieces into smaller pieces of varying sizes to be determined. (on order of 9 to 16 square feet).
2. Create a new localized backing structure for each piece to allow for lifting and stabilization of the art pieces.
3. Create an attachment plan for the art pieces to the structure.
4. Issue an addendum to our existing structural drawings to facilitate final placement of the art pieces and their future restoration (by others).

Our scope is in accordance with the attached schedule SD04.

Compensation: We anticipate an additional service lump sum fee per the schedule below.

	ASR 03 Fee	ASR 04 Fee	New Total Fee
Field Investigation and Documentation	$11,000	$0	$11,000
Construction Documents Addendum	$21,000	$18,000	$39,000
Additional Construction Administration	$5,000	$5,000	$10,000[1]
Additional Meetings with Conservator	$0	$7,500	$7,500
Total	**$37,000**	**$30,500**	**$67,500**

Note[1]: At client request, ASR03 CA fee will be reduced to Zero and moved to ASR04.

Miscellaneous out-of-pocket project related expenses including, without limitation; printing, postage, courier costs, lodging, travel expenses, etc., shall be invoiced and paid at the cost incurred. Mileage shall be charged at IRS Standard Business Mileage Rate in effect at the time of travel. Sales tax, if applicable, will be paid by the Client. **We recommend Budgeting $2,500 for reimbursable expenses.**

Schedule SD04

SCOPE OF BASIC SERVICES
Modification of Existing Building and Structure

I. General

A. Walter P Moore will review the drawings of the existing facilities as required to become generally familiar with the structural systems of the building as described in the engagement letter. The availability of appropriate documentation is an important assumption in this proposal.

B. Walter P Moore will perform structural design for both replace the backing support structure of the art pieces for the contractor to place the art pieces in their final locations. The intent is for the art piece to be cut into numerous pieces roughly 9-16 square feet in size. The backing system will be affixed to each individual piece.

C. Walter P Moore will issue an addendum to our existing drawings conveying the new backing system and final connection design to the subject structure.

   a) Note: Our scope assumes the art pieces will be restored by others.

D. Walter P Moore will coordinate as required with the curator, contractor, art restoration subconsultant, and architect to complete the design.

E. If Walter P Moore's evaluation indicates that the structure will not readily accommodate the intended modification, Walter P Moore will consult with the Client and Architect, if any, as appropriate and make recommendations to modify the location and/or character of the proposed modifications as needed.

F. If the structural modifications are performed, Walter P Moore will provide structural additional construction administration services as follows:

   1. Walter P Moore will review and take appropriate action on structural submittals and contractor requests for information (RFI).

   2. Walter P Moore will visit the project site during construction as required to confirm general conformance with the structural design intent. For the purposes of this proposal two additional site visits are included in these Basic Services.

21-254 **2024**

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Amendment Number 02 to Contract 4469, 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. Whereby, the sum of Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($ 16,704,096.00) shall be added to the current contract amount of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00), with the new Agreement sum to be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00). A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWIN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$ 16,704,096.00 (ADDITIONAL AMOUNT)

Adopted: MAR 26 2024

City Clerk

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E Dept. DEPT. 3032

DATE OF REQUEST: 3/4/24

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: GOODWYN MILLS CAWOOD, LLC 276184

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add $ 16,704,096.00 from Capital Project#/Title:

C0690 CIVIC CTR - IMPROVEMENTS MASTER PLAN

to contract# 4469 .

Total amount of Change Order: $ 16,704,096.00

Current contract amount: $ 3,018,067.00

Revised contract amount: $ 19,722,163.00

Comments: TO AMEND THE PROFESSIONAL SERVICES CONTRACT BY THE ABOVE SUM FOR ADDITIONAL WORK REQUIRED IN THE MODIFICATION OF DESIGN DOCUMENTS AND THE CHANGE IN SCOPE OF SERVICES PURSUANT TO THE LETTER DATED NOVEMBER 27, 2023, ATTACHED HERETO.

Rhonda D. Lewis
Employee signature

Carleen Stout-Clark
Approval signature

C0690 4/2/24 Avail $16,704,993.25
(16,704,096.00)
$ 897.25

Created by B. Rhodes 3/15/2022

Amendment to Professional Service Agreement for Mobile Civic Center – Improvements Master Plan
Goodwyn Mills Cawood, LLC Contract 4469
Amendment Number 02

In accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Architect, dated June 6, 2023.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Architect:
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602
Project #: CC-034D-22
Capital Project # & Name: C0690 Mobile Civic Center – Improvements Master Plan
Contract #: 4469
Vendor#: 276184

Consultant and Owner, for the consideration set out herein, hereby agree to the following revisions.

Article 1, Paragraph 1.2 of the Agreement states that "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."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Agreement states that "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."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC) in accordance with Articles 1 and 3 of the Agreement and the written Scope Change Directive provided to GMC by the City of Mobile on November 27, 2023, the City of Mobile hereby Amends the Agreement as follows.

Whereas, The Owner and Consultant wish to amend the Agreement for additional work required in the modification of design documents and the change in scope of services pursuant to the letter dated November 27, 2023 attached hereto.

The current Agreement Sum (inclusive of Amendment 01) of Three Million Eighteen-Thousand Sixty-Seven Dollars ($3,018,067.00) shall be increased by Sixteen Million Seven Hundred Four Thousand Ninety-Six Dollars ($16,704,096.00). Therefore, the new Agreement Sum shall be Nineteen Million Seven Hundred Twenty-Two Thousand One Hundred Sixty-Three Dollars ($19,722,163.00).

Whereas, The Owner authorizes GMC to expend up to Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) to complete a 60% design for a new Civic Center to include the Deliverables as set forth below with Deliverable due dates.

1. New Civic Center 60% Design to include 55% Construction Documents – due July 31, 2024.
2. Existing Civic Center, Theater, and Expo Hall Demolition Bid Package – due May 31, 2024.
3. Site Master Plan Civil Design to include roads, existing utility relocations, and new utility trunk lines and ductbank construction – due June 30, 2024.

GMC shall not be held accountable for the above specified due dates if the schedule is delayed as a result of actions or failure to act in a timely manner by the City of Mobile Government entities or public utilities whose actions GMC has no control over.

GMC shall not exceed the amount of Twelve Million Eight Hundred Twenty-Four Thousand Four Hundred Two Dollars ($12,824,402.00) or perform work beyond the 60% design deliverables specified above without written authorization from the Owner.

Whereas, The Owner and Consultant further agree that this Amendment 02 does not obligate the Owner to compensate GMC for any services beyond the 60% design deliverables specified above unless authorized by written authorization from the Owner, and the Owner reserves the right to cancel the Agreement in accordance with the terms of the Original Agreement dated June 6, 2023.

City of Mobile:

Signature

William S. Stimpson
Mayor, City of Mobile

3/28/24
Date

Consultant:

Signature

Yann D. Cowart
Vice President, Goodwyn Mills Cawood, LLC

3.6.2024
Date

Attest:

City Clerk

SEAL OF THE CITY OF MOBILE, ALABAMA
MOBILE ALABAMA
FROM ENCHANTING TRADITION EMBARKING PROGRESS
FOUNDED 1702

November 27, 2023

Goodwyn Mills Cawood, LLC
Attn: Yann Cowart
11 North Water Street
Suite 15250
Mobile, AL 36602

MOBILE
ALABAMA

Subject: Contract 4469, Change of Design Concept and Basis of Design for City of Mobile Civic Center Master Plan Redevelopment.

Article 1, Paragraph 1.2 of the Contract states that "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."

Article 3 (Scope of Architect's Basic Services), Paragraph 3.2.3 of the Contract states that "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."

Based upon the concept design information, interim cost estimates, and recommendations prepared by Goodwyn Mills Cawood, LLC (GMC)/Populous and Volkert, Inc. in accordance with Articles 1 and 3 of the Contract, the City of Mobile hereby directs GMC/Populous to stop work on the "SHIFT" scheme design as stated in Article 1 (Initial Information), Paragraph 1.1.2 for the renovation of the existing Civic Center Arena and Theater also referred to as the "Current Path" and "Option A" in the interim cost estimates.

The City of Mobile hereby directs GMC/Populous to complete a schematic design for "Option E", Demolition of Existing Civic Center and Design and Construction of a New Civic Center without a Theater.

GMC/Populous is further directed to submit an invoice for services through and including the presentation to the Mobile City Council on 21 November 2023.

GMC/Populous shall notify the Program Manager, Sam Matheny of Volkert, Inc., of any impacts to the cost of services and/or schedule of services resulting from the above direction.

Sincerely,



James A. DeLapp
Executive Director
Public Works

CF: James Barber, Chief of Staff
Ricardo Woods, City Attorney
Jim Swords, Principal, Populous
Leon Barkan, President, Volkert
Sam Matheny, Program Manager, Volkert

21-254

AGENDA ITEM SUMMARY SHEET

Agenda of:3/19/2024

Submitted by:
Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Director, Real Estate Asset Mgmt

Sponsored by:
William S. Stimpson, Mayor and Councilmember William Carroll

Purpose and Scope of Project:
Authorize Amendment #2 to Contract with Goodwyn Mills Cawood, LLC For Master Plan Improvements at the Mobile Civic Center; Adding $16,704,096.00

Amount of Contract:
3,018,067.00

Funding Source

Project # Mobile Civic Center - Improvements Master Plan, C0690; CC-034D-22 **Discretionary Funds**

Project String 2000.2000.42200 **Contract Number:**4469

Budget Amendment **REDUCE** **INCREASE** 16,704,096.00

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/12/2024
CHANGE ORDER GMC AMENDMENT	Exhibit	3/12/2024
GMC Contract Amendment-02	Exhibit	3/12/2024
Letter GMC Design Change 11.27.23	Exhibit	3/12/2024
CCSS	Cover Memo	3/13/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	3/12/2024 - 4:21 PM
Capital	Rhodes, Brenda	Approved	3/13/2024 - 2:38 PM
Legal	Kern, Chris	Approved	3/13/2024 - 3:56 PM
Mayors Office	Barber, James	Approved	3/13/2024 - 4:11 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

4469

PROJECT NAME: CIVIC CTR - IMPROVEMENTS MASTER PLAN

PROJECT # C0690 -2000-2000-42200 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION AMEND #2 PROF SERV CONTRACT ADD'L WORK REQ'D MODIFICA. - DESIGN AND CHANGE IN SCOPE OF SERVICES

CONTRACT AMOUNT $16,704,096 - INCREASE

VENDOR NAME GOODWYN MILLS CAWOOD, LLC (CONTRACT 4469)

VENDOR NUMBER 276184

DEPT # 3032 DEPT PROJ#: CC-034D-22 **DEPT NAME** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CARLEEN STOUT-CLARK, DEPUTY DIRECTOR, REAL ESTATE ASSET MANAGEMENT

Please Select by circling one (Type):

Architectural Engineering Testing (Professional Services)

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed 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: Rhonda Lewis **Date** 03/13/2024

Revised 11/14/2019 Marilyn McMillan

CAPITAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: AMENDMENT #1, CIVIC CENTER - IMPROVEMENTS MASTER PLAN

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, ALABAMA 36602

DEPARTMENT PROJECT NUMBER: CC-034D-22

CHANGE ORDER #: ONE (1) **AMOUNT:** $89,400.00 ○ **DEDUCT** ◉ **ADD**

CAPITAL CONTRACT NUMBER: 4469

CAPITAL ACCOUNT: C0690 CIVIC CT-IMPROVEMENTS MASTER PLAN

VENDOR #: 276184 **VENDOR NAME:** GOODWYN MILLS CAWOOD, LLC

Prepared by: BRENDA PARKER **Date:** 08/17/2023

REVIEWED AND APPROVED BY:

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

Cassie Boatwright
08/17/2023 01:02 PM
boatwright@cityofmobile.org

James DeLapp
08/17/2023 03:52 PM
jadelapp@cityofmobile.org

Brenda Rhodes
08/18/2023 09:10 AM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
08/22/2023 03:26 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
08/25/2023 06:08 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 8/17/23

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: GOODWYN MILLS CAWOOD, LLC 276184

DISTRICT#: Select Item. 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please ADD (+) $ 89,400.00 from Capital Project#/Title:

C0690 CIVIC CTR-IMPROVEMENTS MASTER PLAN

to contract# 4469 .

Total amount of Change Order: $ 89,400.00

Current contract amount: $ 2,928,667.00

Revised contract amount: $ 3,018,067.00

Comments: TO AMEND THE PROFESSIONAL SERVICES CONTRACT BY THE ABOVE SUM TO ADD NELSON'S SCOPE OF WORK & THOMPSON' MATERIAL ANALYSIS.

BRENDA PARKER
Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602
CC-034D-22

AGREEMENT INFORMATION:
Date: June 6, 2023

AMENDMENT INFORMATION:
Amendment Number: 001

Date: August 15, 2023

OWNER: *(name and address)*
City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

ARCHITECT: *(name and address)*
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Owner and Architect amend the Agreement as follows:
Add Nelson Master Planning Scope – Phase 100
Add Thompson Engineering Hazardous Material Analysis

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Nelson	$20,000.00
Thompson Engineering	$69,400.00

Schedule Adjustment:
See attached proposals

SIGNATURES:

Goodwyn Mills Cawood, LLC	City of Mobile
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
	William S. Stimpson 2023.08.31 09:26:02 -05'00'
SIGNATURE	**SIGNATURE**
Keith Parker, AIA	William S. Stimpson, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
August 15, 2023	31 day of August 2023
DATE	**DATE**

ATTEST:

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User Notes: (3B9ADA4F)

thompson
ENGINEERING

Aug 02, 2023

Mr. Jim Walker
Vice President, Architecture
11 North Water Street, Suite 15250
Mobile, AL 36602

Subject: Proposal for Pre-Renovation Asbestos and Lead-Based Paint Survey
Mobile Civic Center
401 Civic Center Dr. Mobile, Alabama
Thompson Engineering Proposal No.: 23-9076-0045

Dear Mr. Walker:

Thompson Engineering, Inc. (Thompson) is pleased to provide this proposal for a Pre-Renovation asbestos-containing material (ACM) and lead-based paint (LBP) survey of the Mobile Civic Center. The Civic Center consists of an arena, theater, and exhibition hall. The arena and theater are planned for renovation, while the exhibition hall is planned for demolition.

SCOPE OF WORK

Thompson will conduct a Pre-Renovation ACM and LBP survey on the arena and theater and a pre-demolition ACM and LBP survey on the exhibition hall. Following the survey, Thompson will present the survey findings in a survey report. Only materials easily accessible will be sampled. This survey does not include destructive sampling.

Asbestos

Thompson will conduct a Pre-Renovation and Pre-Demolition ACM survey to identify ACM inside and on the exterior of the civic center building. The survey will include the collection and analysis of "friable" and "non-friable" materials. An estimated 325 samples in the arena and theater and 75 samples in the exhibition hall will be collected by an asbestos inspector accredited in the State of Alabama. The samples collected will be analyzed by Polarized Light Microscopy in accordance with Environmental Protection Agency (EPA) procedures (EPA Method 600/R-93/1126). The survey report will include a review of the historical asbestos surveys provided by the City of Mobile and confirmation of whether the noted ACM is currently present.

Lead-Based Paint

A limited LBP survey will be conducted to locate and identify LBP inside and on the exterior of the civic center building. The building structures will be visually inspected, and materials suspected of containing LBP will be tested using an X-Ray Fluorescence (XRF) lead paint analyzer.

2970 Cottage Hill Road
Suite 190
Mobile, AL 36606
251.665.5526 ph. / 251.665.5505 fax
www.thompsonengineering.com
A THOMPSON HOLDINGS INC COMPANY

Survey Report

Thompson will prepare a survey report to document the findings of the ACM and LBP survey. The report will include a summary of activities conducted during the survey, historical summary of previous ACM and LBP surveys conducted, sample descriptions, results of sample analysis, drawings, and photographs. Sample descriptions will be presented in tabular form and will include sample location, sample material, friable/non-friable classification, and the sample analysis result. Sample locations will be shown on the drawings included in the report.

Asbestos Plans and Specifications

Thompson can prepare plans and specifications for the removal of ACM that will be impacted by the demolition of the buildings. The plans and specifications would be prepared by an Alabama accredited Asbestos Project Designer. Thompson can provide asbestos bid packages, with front-end documents provided by the Client. Thompson can attend pre-bid/demolition/abatement pre-bid walk through of the site and respond in writing to contractor questions. Thompson can provide review of contractor bids, bidder's qualifications, and issue a Letter of Recommendation. It should be noted that this phase of work is **NOT** included in the cost estimate.

Asbestos Abatement Monitoring

Thompson can provide full time asbestos abatement monitoring and conduct area air monitoring during asbestos abatement activities and analyze samples (NIOSH Method 7400-PCM) for clearance. Air samples can be collected to measure airborne fiber concentrations outside the work area and verify the effectiveness of engineering controls and air filtration methods. Additionally, Thompson can conduct periodic surveillance of abatement contractor's performance. It should be noted that this phase of work is **NOT** included in the cost estimate.

FEE AND DELIVERABLES

Professional services for performance of this scope of work are proposed on a lump sum basis of $69,400.00. If unforeseen conditions warrant additional effort over that anticipated, such would be contingent upon subsequent client approval.

Barring unanticipated delays, the report will be completed within 6 weeks of receipt of the signed authorization to proceed. An electronic copy in PDF format of the final report will be provided.

If you need further information or have any questions, please contact us.

Sincerely,

THOMPSON ENGINEERING, INC.

Tiffany H. Seibt
Principal Vice President, Environmental Services

Cade Burgin
Environmental Engineer

Jim Walker VICE PRESIDENT
GMC LLC 8/2/2023

thompson
ENGINEERING

AIA® Document C401® – 2017

Standard Form of Agreement Between Architect and Consultant

AGREEMENT made as of the 15th day of August in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Consultant's client identified as the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

and the Consultant:
(Name, legal status, address and other information)

Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Consultant's discipline:

Master Planning

Consultant's Designated Representative:
(Name, address and other information)

Lamar Wakefield
Nelson
5200 Avalon Boulevard
Alpharetta, GA 30009

Architect's Designated Representative:
(Name, address and other information)

Keith Parker, AIA
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, AL 36602

The Architect has made an agreement, hereinafter known as the Prime Agreement, dated:
(In words, indicate month, day and year of the Prime Agreement.)

June 6, 2023

with the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
Post Office Box 1827
Mobile, AL 36633-1827

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.

Init.
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User Notes: (1953323630)

for the following Project:
(Include detailed description of Project, location, address and scope.)

Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, AL 36602CC-034D-22

The Architect and the Consultant agree as follows.

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User Notes: (1953323630)

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1 GENERAL PROVISIONS

2 CONSULTANT'S RESPONSIBILITIES

3 SCOPE OF CONSULTANT'S SERVICES

4 ADDITIONAL SERVICES

5 ARCHITECT'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION AND SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 A copy of the Architect's agreement with the Owner for the Project, referred to as the Prime Agreement (from which compensation amounts may be deleted), is attached as Exhibit A and is made a part of this Agreement.

§ 1.2 The portion of the Project for which the Consultant shall provide services is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project. This Portion of the Project consists of the following:
(Fully describe the Portion of the Project for which the Consultant shall provide the services set forth in Article 3 of this Agreement.)

See attached Proposal dated August 1, 2023 for Scope of Work

§ 1.3 To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Insofar as applicable to this Agreement, the Architect shall have the benefit of all rights, remedies and redress against the Consultant that the Owner, under the Prime Agreement, has against the Architect, and the Consultant shall have the benefit of all rights, remedies and redress against the Architect that the Architect, under the Prime Agreement, has against the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 1.4 The Consultant is an independent contractor for This Portion of the Project. The Consultant is responsible for methods and means used in performing its services under this Agreement and is not an employee, agent, or partner of the Architect. The Architect shall not be responsible for the acts or omissions of the Consultant.

§ 1.5 Except as otherwise authorized by the Architect, all communications between the Consultant and the Owner, Contractor, or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project, and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.

Init.

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User Notes: (1953323630)

§ 1.6 If applicable, the Architect and Consultant agree to share the costs and expenses incurred in marketing, promotion, display, and procurement of this Project as follows:

NA

§ 1.7 If applicable, the Architect and Consultant agree to share professional credit for the Project as follows:

NA

§ 1.8 The other consultants to be retained by the Architect are as follows:
(List disciplines and, if known, names, addresses and other information.)

Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, MO 64112

Mechanical, Electrical and Plumbing:

Henderson Engineers, Inc.
1801 Main Street, Suite 300
Kansas City, MO 64108

Associate Architect:

Gant Group & Associates
656 Dauphin Street
Mobile, AL 36602

Code and Life Safety:

Howe Engineers Inc.
141 Longwater Drive, Suite 110
Norwell, MA 02061

Hazardous Materials:

Thompson Engineering
2970 Cottage Hill Road
Mobile, AL 36606

Envelope:

Williamson & Associates
6100 Lake Forrest Drive, Suite 375
Atlanta, GA 30328

Theatre Consultant:

Fred Masoni Theatre Consultant
3378 Via Oporto
Newport Beach, CA 92663

Structural:

Walter P. Moore and Associates, Inc.
1301 McKinney Street, Suite 1100
Houston, TX 77010

Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, AL 36575

§ 1.9 The subconsultants to be retained by the Consultant are as follows:
(List disciplines and, if known, names, addresses and other information.)

NA

§ 1.10 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

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AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If the standard of care set forth in the Prime Agreement for the Architect's services differs from the standard of care set forth in this Section for the Consultant's services, the Consultant shall perform its services consistent with the standard of care in the Prime Agreement.

§ 2.2 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to This Portion of the Project, and key personnel who will perform the Consultant's services. The Consultant shall not replace its identified representative or key personnel without the Architect's approval, which shall not unreasonably be withheld.

§ 2.3 The Consultant shall recommend to the Architect the appropriate investigations, surveys, tests, analyses, reports, and the services of other consultants that should be obtained for the proper execution of the Consultant's services. The Consultant shall review the information provided by the Architect and shall promptly notify the Architect if the Consultant needs further information to perform its services.

§ 2.4 The Consultant shall coordinate its services with those of the Architect and other consultants in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's or other consultants' services. The Consultant shall coordinate all aspects of its design of the Work for This Portion of the Project with the Work designed by the Architect and other consultants, as necessary for the proper coordination of the Project.

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than one million dollars ($1,000,000.00) for each occurrence and one million dollars ($1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than one million dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits not less than one million dollars ($1,000,000.00) each accident, one million dollars ($1,000,000.00) each employee, and one million dollars ($1,000,000.00) policy limit.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

§ 2.8.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

§ 3.1.1 The Consultant shall provide site visits and client presentations as needed during design of the Project.

§ 3.1.2 Set forth below any variations to, or limitations on, the professional services described in the Prime Agreement affecting the Consultant's services under this Agreement.

None

§ 3.2 The Consultant shall ascertain the requirements for This Portion of the Project and shall confirm such requirements to the Architect.

§ 3.3 If required in the jurisdiction where the Project is located, the Consultant shall be licensed to perform the services described in this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 3.4 Upon request of the Architect, the Consultant shall furnish to the Architect, with reasonable promptness, interpretations of the Contract Documents prepared by the Consultant.

§ 3.5 The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents.

§ 3.6 The Consultant shall assist the Architect in determining whether the Architect shall reject Work for This Portion of the Project that does not conform to the Contract Documents or whether additional inspection or testing is required.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, as described in the Prime Agreement, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization. The Architect has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Article 4 shall entitle the Consultant to compensation pursuant to Section 11.2.

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ARTICLE 5 ARCHITECT'S RESPONSIBILITIES

§ 5.1 The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project.

§ 5.2 The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. The Architect shall not replace its identified representative without the approval of the Consultant, which shall not unreasonably be withheld.

§ 5.3 On the Consultant's request, for design and coordination of This Portion of the Project, the Architect shall furnish to the Consultant, in a timely manner, (1) detailed layouts showing the location of connections, and (2) tabulations giving sizes, loads and other information on equipment designed, specified or furnished by others.

§ 5.4 The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.

§ 5.5 The Architect shall furnish to the Consultant a copy of the preliminary estimate or updated estimates of the Cost of the Work as submitted to, or received from, the Owner, bidding documents, bid tabulations, negotiated proposals and Contract Documents, including, to the extent they pertain to this Portion of the Project, Change Orders and Construction Change Directives for the Consultant's use in the design and coordination of This Portion of the Project.

§ 5.6 The Architect shall advise the Consultant of the identity of other consultants participating in the Project and the scope of their services.

§ 5.7 If the Consultant reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.

§ 5.8 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Consultant. The Architect shall provide prompt written notice to the Consultant if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 5.9 Within seven days after receipt of a written request, the Architect shall request information from the Owner as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Architect shall furnish the information to the Consultant.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work is defined as set forth in the Prime Agreement.

§ 6.2 The Consultant shall review or prepare estimates of the Cost of the Work for This Portion of the Project to the extent such services are required of the Architect in the Prime Agreement.

§ 6.3 If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Upon execution of this Agreement, the Consultant grants to the Architect a license to use the Consultant's Instruments of Service in the same manner and to the same extent as the Architect has granted a license to the Owner in the Prime Agreement.

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§ 7.2 The Architect and the Consultant shall not make changes in each other's Instruments of Service without written permission of the other party.

§ 7.3 The Consultant shall maintain on file, and make available to the Architect, design calculations for This Portion of the Project, and shall furnish copies thereof to the Architect on request.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the same dispute resolution provisions as set forth in the Prime Agreement, except that if the claim, dispute or other matter in question is unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then claims, disputes or other matters in question shall be resolved in accordance with the procedures set forth in Section 8.2 and, if applicable, Section 8.3. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter under the dispute resolution provisions set forth in the Prime Agreement.

§ 8.1.2 The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold harmless the Architect and its officers and employees does not include a duty to defend.

§ 8.1.3 The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold harmless the Consultant and its officers and employees does not include a duty to defend.

§ 8.1.4 Disputes between the Architect and Consultant arising out of the Owner's acts, omissions or responsibilities under the Prime Agreement shall be resolved in accordance with the binding dispute resolution method in the Prime Agreement. In the event of such a dispute, the Consultant shall be entitled to relief only to the same extent and according to the same provisions as the Architect is entitled to recover from the Owner after deduction for the Architect's costs incurred in presenting and litigating or arbitrating the claim, including legal fees, normal overhead costs and apportionment to other affected consultants.

§ 8.2 Mediation

§ 8.2.1 If claims, disputes or matters in question are unrelated to a dispute between the Architect and Owner, or if the Consultant is legally precluded from being a party to the dispute resolution procedures set forth in the Prime Agreement, then such claims, disputes or matters in question shall be subject to mediation as a condition precedent to the method of binding dispute resolution set forth below. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.2 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.

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§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to the terms and conditions set forth in Section 8.3.

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Architect and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, 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.

§ 8.3.4.3 The Architect and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Architect and Consultant under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 Except as otherwise provided below, the Architect may terminate this Agreement or suspend the Consultant's services pursuant to the same terms and conditions, other than the amount of any Termination Fee or Licensing Fee set

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forth in the Prime Agreement, under which the Owner may terminate the Prime Agreement or suspend the Architect's services under the Prime Agreement. Additionally, the Consultant may terminate this Agreement or suspend its services pursuant to the same terms and conditions under which the Architect may terminate the Prime Agreement or suspend its services under the Prime Agreement.

§ 9.1.1 Except as provided in Section 9.1.2, in the event of termination of this Agreement not due to the fault of the Consultant, the Architect shall pay the Consultant a Termination Fee and, for the Architect's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(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

.2 Licensing Fee:

$0

§ 9.1.2 Notwithstanding Section 9.1.1, in the event of termination of this Agreement due to the Owner's termination of the Prime Agreement for the Owner's convenience, and if the Architect receives payment of a Termination Fee and Licensing Fee from the Owner, the Architect shall pay the Consultant a Termination Fee and, for the Owner's continued use of the Consultant's Instruments of Service, a Licensing Fee as set forth below:
(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

.2 Licensing Fee:

$0

§ 9.2 Either party may terminate this Agreement at such time as the Prime Agreement is terminated. The Architect shall promptly notify the Consultant of such termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the same laws governing the Prime Agreement. If the parties have selected arbitration as the method of binding dispute resolution in Section 8.2, the Federal Arbitration Act shall govern the arbitration set forth in the Prime Agreement.

§ 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.

§ 10.3 The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.

§ 10.4 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 Architect or Consultant.

§ 10.5 Unless otherwise required in this Agreement, the Architect and Consultant 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.

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§ 10.6 If the Consultant or Architect 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 10.6.1.

§ 10.6.1 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 10.6.

§ 10.7 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 Consultant's Services as described under Article 3, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

Phase 100: Programming and Design Charrette $20,000.00

§ 11.2 For Additional Services that may arise during the course of the Project, the Architect shall compensate the Consultant as follows:
(Insert amount of, or basis for, compensation.)

At a mutually agreed upon fee

§ 11.3 Compensation for Additional Services of the Consultant's subconsultants when not included in Section 11.2, shall be the amount invoiced to the Consultant plus 0 percent (0 %), or as otherwise stated below:

§ 11.4 The hourly billing rates for services of the Consultant and the Consultant's subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with the Consultant's and Consultant's subconsultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

§ 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus 0 percent (0 %) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

§ 11.6 PAYMENTS TO THE CONSULTANT

§ 11.6.1 The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.

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§ 11.6.2 Payments to the Consultant shall be made promptly after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Architect and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant.

§ 13.2 This Agreement is comprised of the following documents:

.1 AIA Document C401™–2017, Standard Form Agreement Between Architect and Consultant;

.2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;

.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

Driven Engineering Proposal dated July 19, 2023

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

ARCHITECT *(Signature)*	**CONSULTANT** *(Signature)*
Keith Parker, AIA	Lamar Wakefield
(Printed name and title)	*(Printed name and title)*

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21-637 **2023**

RESOLUTION

2023

CC690
C#4469
Scanned
+
posted
6/16/23
BR

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWYN MILLS CAWOOD, LLC
Project Name:	MOBILE CIVIC CENTER – IMPROVEMENTS MASTER PLAN
Project Number:	CC-034D-22
Amount:	$2,928,667.00

Adopted: JUN 06 2023

City Clerk

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect
(Name, legal status, address and other information)

Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact: Yann D. Cowart, AIA

City of Mobile Business License No. 112553
Secretary of State Registration No. 000-104-406

for the following Project:
(Name, location and detailed description)

Mobile Civic Center - Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

CC-034D-22

The Owner and Architect agree as follows.

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.

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ARTICLE 1 INITIAL INFORMATION

§ 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: Name of Project, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, Identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

401 Civic Center Drive, Mobile, Alabama 36602. Lot 1 East Church Street Area First Addition Amended. Assigned House Number: 401. Tax ID/Parcel # R022906400011244. Architectural, engineering and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme of the Mobile Civic Center as developed by Populous. The design effort request is to carry through 25% of the design and construction document phases.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Estimated cost of construction for the "SHIFT" scheme renovation to the Mobile Civic Center is One Hundred Thirty-Three Million One Hundred Eighty-Nine Thousand Eighty-Two and 00/100 Dollars ($133,189,082.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

100% Schematic Design and 50% Design Development Package – November 27, 2023

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

N/A

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

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:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
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:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Wayfinding/Branding – MELT
Commissioning – TBD
Management Company – TBD
Traffic Studies – Skipper
Hazardous Materials Testing – TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Yann D. Cowart, Vice President, Sport Architecture
Goodwyn Mills Cawood, LLC
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: yann.cowart@gmcnetwork.com
Phone: (251) 460-4006

§ 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 Design Architect:

Populous Architects, P.C.
4800 Main Street, Suite 300
Kansas City, Missouri 64112

.2 Mechanical, Electrical, and Plumbing Engineer :

Henderson Engineers, Inc.

.3 Structural Engineering:

Walter P Moore

.4 Associate Architect:

Gant Group & Associates

.5 Code and Life Safety:

Howe Engineers

.6 Envelope:

Williamson

.7 Site Civil:

TBD

(Paragraphs deleted)

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§ 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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.

§ 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 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.

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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 as Exhibit 1, shall be endorsed to name City of Mobile as an Additional Insured.

.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, 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.

(Paragraphs deleted)

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.

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§ 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.

§ 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.

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§ 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 **Fifty Percent (50%)** 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 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.

(Paragraphs deleted)

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.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. **Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.**)*

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner/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	Architect
§ 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	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 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	Architect, if requested, as an additional service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 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.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

As provided in the Consultant's fee proposal dated May 9, 2023, respectively

§ 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.

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§ 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;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

If the services covered by this Agreement have not been completed within six (6) 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.

(Paragraphs deleted)

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.

§ 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.

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(Paragraph deleted)

§ 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, 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

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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 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

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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 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 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.

§ 8.1.5 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, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any 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 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.

§ 8.1.6 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.

§ 8.1.7 Force Majeure:

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In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 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

.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.

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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 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, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 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:

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.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 50% Design Development Phase
(Describe the method of compensation)

A. Basic Services Stipulated Sum: $2,928,667.00

§ 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:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 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:
(Insert amount of, or basis for, compensation.)

1. Survey
2. Geotech/Special Inspections
3. Theater Consultant
4. Cost Estimation
5. Vertical Circulation
6. Acoustics, AV, Telecom/Date, Security, Site Lighting
7. Kitchen
8. Building Scanning/As-Builds
9. Additional 3D Computer generated color renderings

§ 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:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 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	Sixty	Percent (60%)
Design Development Phase	Forty	Percent (40%)

(Rows deleted)

Total Basic Compensation	One Hundred	Percent (100%)

§ 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

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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. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

Employee or Category	Rate ($0.00)
Principal	$450.00
Executive VP / Senior VP	$325.00
Senior Professional [Architect, Engineer, Interior Designer, Scientist]:	$300.00
Professional II [Architect, Engineer, Interior Designer, Scientist]:	$225.00
Professional I [Architect, Engineer, Interior Designer, Scientist]:	$200.00
Intern II [Architect, Engineer, Interior Designer, Scientist]:	$130.00
Intern I [Architect, Engineer, Interior Designer, Scientist]:	$110.00
Technical III [Contract Spec, CADD Tech, Designer, Drafting, CA]	$140.00
Technical II [Contract Spec, CADD Tech, Designer, Drafting, CA]	$115.00
Technical I [Contract Spec, CADD Tech, Designer, Drafting, CA]	$ 95.00
Executive Administrative Assistant	$115.00
Administrative Assistant II:	$ 95.00
Administrative Assistant I:	$ 75.00

§ 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, mounting, shipping and materials costs
.2 Out of town travel expenses, lodging and meals directly associated with project.
.3

(Paragraphs deleted)

Professional rendering or models requested by Owner outside of those included in the Scope of Work

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 15 percent (15%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($N/A) 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.

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§ 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.

(Insert rate of monthly or annual interest agreed upon.)

§ 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:

(Include other terms and conditions applicable to this Agreement.)

.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 2020 or later or REVIT. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 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.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

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:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
   a. Proposal for Architectural Services, Exhibit A
   b. Insurance Requirements, Exhibit 1
   c. Architect's Certificate of Insurance with Endorsements
   d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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. 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.

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.

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User Notes:
(791373392)

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

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Architect: Goodwyn Mills Cawood, LLC

ARCHITECT *(Signature)*

Yann D. Cowart, Vice President, Sports Architecture
(Printed name, title and license number, if required)

ATTEST

City Clerk

STATE OF Alabama
COUNTY OF Lee

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Yann D. Cowart as Vice President of Goodwyn, Mills & Cawood, LLC 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 Authorized Employee
Sworn to and subscribed for me this 24 day of May, 2023

NOTARY PUBLIC
My Commission Expires 9/6/26

Init.

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User Notes: (1933981255)

EXHIBIT 1

City of Mobile Insurance Requirements
Consultant

Insurance – For the duration of this agreement, the Consultant shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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. Professional Liability Insurance:

1.

Projects $0 - $1,000,000	$1,000,000 /$2,000,000 annual aggregate
Projects over $1,000,000	to be determined by Owner

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

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

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

Certificates of Insurance – General - Within 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. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

POPULOUS

2 South Market Street
Faneuil Hall Marketplace Fourth Floor
Boston, MA 02109 USA

T :857) 415 3642
F :857) 453 4529
www.populous.com

GMC
Goodwyn Mills Cawood
11 North Water Street
Suite 15250
Mobile, AL 36602

T :251) 460-4306
F :251) 460-4423
www.gmcnetwork.com

May 9, 2023

Jim DeLapp
Executive Director, Public Works
City of Mobile
205 Government Street
P O Box 1827
Mobile, Alabama 36633-1827

jdelapp@cityofmobile.org

RE: Mobile Civic Center – Additions and Renovations

Jim,

It is with great excitement and enthusiasm that we look forward to the opportunity to submit a proposal for the design of the additions and renovations to the Mobile Civic Center. We have prepared this proposal per your request for review and comment, and look forward to working with you, your team and the City of Mobile throughout this initial design phase led by Populous and the continuation of the design and construction together with our local design partners, GMC, for this important landmark project. This TEAM has demonstrated success on other Sports and Entertainment projects with The Troy Arena in 2010 and more recently with Birmingham's Protective Stadium complete in 2021

A› PROJECT TEAM

We have assembled the following design team to deliver Architectural, Engineering, Interior Design, and Specialty Consulting services for this project. We will work closely with you and the city of Mobile to produce the best possible design solution and final project.

Basic Service TEAM

Populous Architects, P.C. Design Architect	Principal in Charge – Jim Swords Lead Designer – Aaron Bruckerhoff
Goodwyn, Mills and Cawood, Inc. Architect of Record **Gant Group & Associates (BDE)** Associate Architect	Project Manager – Jim Walker Project Designer – Yann Cowart Carlos Gant - Architect Project Designer- Erik Consuegra Specifications- Mike Swinson Landscape Architecture – Brandon Bias
Walter P Moore Structural Engineering ***MBA Engineers Inc. (DBE)*** Local Structural	Principal in Charge – Erin Kueht Keith Owens PE
Henderson Engineers, Inc. MEP,FP Engineers	Principal in Charge – Ryan Starkovich Project Manager – Tyler Johnson
Williamson Envelope	TBD
TBD – Coordination with Owner Consultant (DBE participation) Site Civil	TBD – To be confirmed
Howe Engineers Code and Life Safety	Andrew Newman Ben Muscente

POPULOUS
GMC

Additional Services TEAM (Proposed)

Goodwyn, Mills and Cawood, Inc. Survey	TBD
Goodwyn, Mills and Cawood, Inc. Geotech / Special Inspections	TBD
Fred Masino Theater Consultant	TBD
Palacio Cost Estimation	TBD
Lerch Bates Vertical Circulation	TBD
Henderson Acoustics, AV, Telecom / Data, Security, Site Lighting	TBD
Camacho (DBE) Kitchen	TBD
ATG Building Scanning / As-Builts	TBD

Other TBD as necessary. We will continue to strive to meet the city of Mobile's (DBE) goal of 15% participation throughout all phases of this project

Owner Consultants

MELT Wayfinding / Branding	TBD
Commissioning	TBD
Management Company	TBD
Skipper Traffic (If Required)	TBD

B. PROJECT SCOPE & SCOPE OF SERVICES

We have the following understanding of the primary work items requiring our Architectural, Engineering, Interior Design, and Specialty Consulting involvement:

- Architectural, engineering, and interior design services and other specialty consultants to advance the design for the "SHIFT" Scheme as developed by Populous. The design effort requested is to carry through 25% of the design and construction document phases.

Area	***SF***	***Estimated Cost***
Arena Scope	301,610 SF	$86,350,353
Theater Scope	66,860 SF	$16,340,072
General and Special Conditions	7% / 1%	$8,215,235
Permits, Insurance & Fees	3% / 1% / 4%	$9,084,504
Contingencies	6% / 5%	$13,198,918
TOTAL	368,470 SF	$133,189,082

Above estimate developed by BLHarbert dated 7-20-2022 4.0% escalation added for current projected schedule. Pending further program development of the site selection and building scope during the pre-design / programming process, this proposal is based upon the items above

Architectural (GMC + Populous)

- Develop As Built drawings through 3D Scanning (ATG)
- Review and adjustment of program elements
- Code Compliance and life safety studies

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GMC

- All necessary user group meetings
- Plans generally complete
- Exterior elevations and primary dimensions complete
- Interiors dimensioned with rooms labeled and numbered
- Doors tagged and Representative Door and Window Schedule and details
- Reflected Ceiling plans coordinated with general lighting layout with narratives and ceiling details
- Building Sections coordinated with structural
- MEP / FP coordination and designated zones established
- Typical wall sections scaled and noted
- Representative blow up plans
- Outline specifications
- Coordination with vertical transportation
- Coordination with Envelope and moisture details
- Interior material selections
- Majority of partition types detailed
- Representative Room finish schedule

Structural: (Walter P Moore)

- Establish Structural design criteria
- Visit the project site to be generally family with the present condition of the building
- Identify special code and Approval Agency issues
- Develop and evaluate alternative structural systems as appropriate
- Recommend appropriate investigations, reports, surveys, tests and services of other consultants
- Structural BIM model of existing building within areas of major structural renovation
- Review estimate of the Cost of Construction prepared by others
- Attend meetings
- Deliverables – Submit structural framing plans and narrative for ONE selected scheme
- Prepare preliminary foundation and framing designs and drawings with layouts of typical areas and sizes of typical elements
- Prepare typical detail sheets
- Prepare outline specifications for structural items
- Identify Pre-Engineered Structural Systems
- Review Results of Special Studies
- Provide additional narratives to support estimating process
- Review interpretation and application of special building code and approval issues
- Attend meetings
- Vibration Analysis for footfall loads and crowd excitement
- Deliverables – Submit Design Development documents for approval

MEP, FP (Henderson)

- Energy Benchmarking
- Climate Analysis
- Rule of thumb major equipment room size estimates
- Current operations observation during site visit
- User group meeting
- Utility main size estimates
- Basis of design narratives
- Major equipment sizing and location plan
- Preliminary equipment room sizing
- Chase sizing estimates

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GMC

- Preliminary site plan showing utility connections
- HVAC zoning plan
- Define lighting level criteria
- Demolition drawings
- Electrical and HVAC single line drawings
- Low Voltage Riser
- HVAC load calculations
- Ventilation calculations
- Air balance calculations
- Smoke evacuation concept
- Equipment cut sheets
- Equipment plans
- Interior lighting design services
- Exterior façade lighting design
- Exterior site lighting design
- Zone thermal unit layout
- Specifications table of contents and outline specification
- Preliminary equipment and lighting schedules
- Roof drain riser location and slope height requirement
- Telecommunications major pathway layout

Civil (TBD)

- Coordinate utility connections
- Final grades and drainage
- Site geometry and plan graphically fixed
- All site elements defined
- Preliminary landscape / irrigation / hardscape plans
- Specifications Outline

Special Consultant scopes (See proposed above)

- Narratives and specifications to support cost estimation
- Items that impact design, performance and coordination
- Vertical transportation analysis and narratives
- Envelope and water proofing analysis and narratives
- Traffic studies (If Required)
- Acoustical analysis and narratives
- Food Service / concessions analysis and narratives
- AV analysis and narratives
- Security systems and tele/data analysis and narratives
- Color Renderings – Includes 5 Interior Renderings and 5 Exterior Renderings. Additional renderings per additional service as outlined below

EXCLUDED SERVICES

- *Hazardous Materials Survey and/or Environmental Evaluation:* We have excluded the identification and/or remediation of hazardous materials. These services, if required, shall be performed by Owner under separate contract.
- *Zoning and Planning:* Our proposal does not include Work associated with Zoning Approvals, Development Plan Approvals, or similar regulatory processes. This service is not anticipated to be needed but it can be provided by GMC as additional service if desired.
- *Stormwater Permitting:* Our proposal does not include Stormwater Permitting. This service can be provided by GMC as additional service if needed
- *CEI Construction Engineering Inspection*
- *Other items identified as additional services below*

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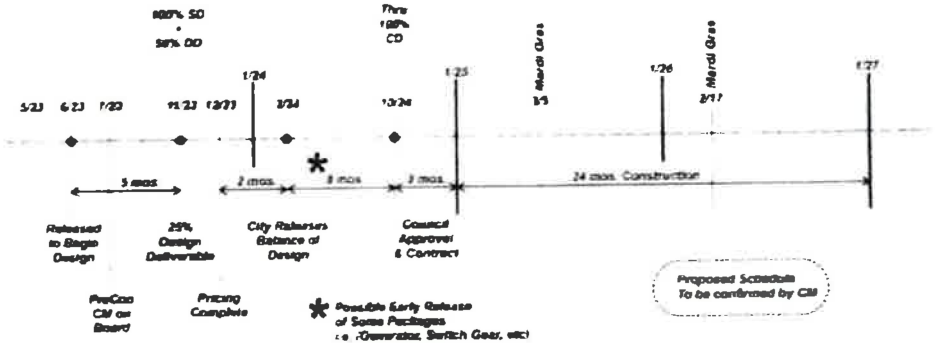
GMC

PROJECT SCHEDULE

We approach each project with a professional level of diligence, and we strive to maintain our schedule commitments. The following table shall serve as an estimate of the durations we anticipate will be required to complete your project as defined herein.



C› COMPENSATION & FORM OF CONTRACT BASIC SERVICES FEES

We propose performing the work illustrated above under the "Scope of Services" section in accordance with the following:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.

	FEE CALCULATION	ESTIMATED COST
Basic Services + Additional Services	$133,189,082 x 8.8% *(This fee percentage based upon Arena scope categorized as Group III and Theater Scope Categorized as Group IV + renovation factor of 1.25 + additional services required as outlined above)*	$11,714,669.00
Milestone 1	(100%) Schematic Design Package – 15% of Total Fee	$1,757,200.00
Milestone 2	(Thru 50%) Design Development Package - 10% of Total Fee	$1,171,467.00
	TOTAL THIS PROPOSAL	**$2,928,667.00**
	Below to be completed via Amendment	
Milestone 3	(thru 100%) Design Development Package – 10% of Total Fee	$1,171,467.00
Milestone 4	Construction Documents Package – 40% of Total Fee (By amendment)	$4,685,867.00
Milestone 5	Bidding (By Amendment) - 5% of Total Fee (By amendment)	$585,733.00
Milestone 6	Construction Administration - 19% of Total Fee (By amendment)	$2,225,787.00
Milestone 7	Closeout - 1% of Total Fee (By amendment)	$117,147.00
BASIC + ADDITIONAL SERVICES TOTAL FEE:		**$11,714,669.00**

REIMBURSABLE EXPENSES

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of a project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

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GMC

The following expenses are reimbursable and will be invoiced monthly as incurred at 1.15 times our cost:

- Printing/ mounting, shipping, and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes.
- Out of town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Professional renderings or models requested by the Owner, outside of those included in the Scope of Services.

ADDITIONAL SERVICES

Additional services are services outside of the basic services scope noted above, or are special services requested by the Owner, or services that were not anticipated at the writing of this agreement. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Examples of Additional Services include floor plan modifications to the floor plan requested by the Owner, design modifications required by changes or varying interpretation of applicable Building Codes for the provided design. Approved Additional services of our Consultants will be invoiced at 1.15 times our cost.

The following additional services are being offered for consideration at the request of the owner for the above scope of work.

HOURLY RATE SCHEDULE
GMC + POPULOUS

Principal:	$450.00/ hour
Executive VP / Senior VP	$325.00/ hour
Senior Professional (Architect, Engineer, Interior Designer, Scientist):	$300.00/ hour
Professional II (Architect, Engineer, Interior Designer, Scientist):	$225.00/ hour
Professional I (Architect, Engineer, Interior Designer, Scientist):	$200.00/ hour
Intern II (Architect, Engineer, Interior Designer, Scientist):	$130.00/ hour
Intern I (Architect, Engineer, Interior Designer, Scientist):	$110.00/ hour
Technical III (Contract Spec, CADD Tech, Designer, Drafting, CA)	$140.00/ hour
Technical II (Contract Spec, CADD Tech, Designer, Drafting, CA)	$115.00/ hour
Technical I (Contract Spec, CADD Tech, Designer, Drafting, CA)	$95.00/ hour
Executive Administrative Assistant	$115.00/ hour
Administrative Assistant II:	$95.00/ hour
Administrative Assistant I:	75.00/ hour

Consultant Hourly Rates can be provided upon request

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GMC

PAYMENT TERMS

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

LIABILITY INSURANCE

Goodwyn Mills & Cawood Inc. maintains Workmens' compensation, comprehensive commercial general liability, and professional liability (E&O) insurance coverage. A copy of our insurance certificate will be provided upon request.

AGREED REMEDY

To the fullest extent permitted by law, the total liability, in the aggregate, of the Architect and Architect's officers, directors, employees, insurers, agents, and consultants to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Architect's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Architect under this Agreement.

WAIVER OF CONSEQUENTIAL DAMAGES

Neither the Owner nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

FORM OF CONTRACT

We understand that the project will be constructed by a competent General Contractor selected by the Owner during the bidding phase. Based on this delivery method, we understand the *AIA standard Agreement between Owner and Architect* to serve as the basis of our agreement. Through the use of this state of Alabama standard document, the contract language and the details of the project delivery method shall be well coordinated.

Our fee structure is based on the use of the standard Alabama DCM language. Should the Owner require modification to the standard language which materially changes the Architect's scope of services, liability, or project related costs, we reserve the right to adjust the Basic Services fee structure proposed herein. It is our understanding that the City of Mobile shall prepare the contract for review.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely,

POPULOUS Architects, P.C.

Jim Swords AIA
Principal

Accepted:

CITY OF MOBILE

Jim DeLapp,
Executive Director, Public Works
City of Mobile

POPULOUS
GMC

GOODWYN MILLS CAWOOD LLC.



Yann D. Cowart
Vice President, Sports Architecture
GMC Mobile

cc Jim Walker - GMC
Chris Engle - GMC
Proposal File

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills Cawood, LLC.
Address	11 N. Water Street, Suite 15250 Mobile, AL 36602
Telephone	251-460-4006
E-Mail	yann.cowart@gmcnetwork.com

RFP/RFQ Solicitation Number	
Project Description	Mobile Civic Center Improvements - Master Plan
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO _____ Total #of Employees 500

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Yann D. Cowart

Signature: Yann D. Cowart Date: 5.24.2023

Title: Vice President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jim Walker Title: Vice President

Email: jim.walker@gmcnetwork.com Phone: 251-460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company GMC LLC Your Bid/Proposal Amount $ $2,928,667 Date

5 / 24 / 2023 Description Architectural Design Services

Name of Bidder/Proposer Jim Walker, AIA

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
GANT Group & Associates	251-377-8457	Architectural Design Services	TBD	7%+/-	Yes	
MBA Engineers Inc.	205-323-6385	Structural Design Services	TBD	3%+/-	Yes	
Camacho Associates Inc	(800) 849-0520	Kitchen Design Services	TBD	2%+/-	HBE/MBE	
Other - TBD				3%+/-	Yes	
TOTAL GOAL				15%		

NOTE: The above scope is for partial design and construction services. The other category allows GMC, as AOR, to identify scope that is in alignment as the project design develops

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: GMC LLC

Contact Person: Jim Walker, AIA Phone 251-460-4006 Email jim.walker@gmcnetwork.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
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	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
Transactions	
Transaction Date	06/30/1997
Capital Amounts Changed From	$10,000 Authorized --- Paid In
Transaction Date	12/29/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	03/20/2000
Miscellaneous Filing Entry	AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date Legal Name Merged	12/30/2002 Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/2002 MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date Registered Agent Changed From	10/31/2005 MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	09/05/2018 * Added
Transaction Date Registered Agent Changed From	09/05/2018 CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results | New Search

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

E-Verify

Company ID Number: 829134 Client Company ID Number: 1717590

If you have any questions, contact E-Verify at 1-888-464-4218

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Karl Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

E-Verify

Company ID Number: 829134 Client Company ID Number: 1717590

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2023

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: Julie Faulkner
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: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills Cawood, LLC
PO Box 242128
Montgomery, AL 36124

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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER	X	X	ZAGLB9258000	03/03/2023	10/01/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	ZACAT9294200	03/03/2023	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0	X	X	7036908331	03/03/2023	10/01/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ZAWCI9750100	03/03/2023	10/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Project: #CC-034-22, Mobile Civic Center Improvements Master Plan
City of Mobile is 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 where required by written contract and subject to the policy terms and conditions. Waiver of Subrogation applies to the Additional Insured with respect to General Liability, Auto
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation where required by written contract. Umbrella Liability is follow form over General Liability, Auto Liability and Workers Compensation. 60 day Notice of Cancellation is provided per policy terms, conditions, and exclusion.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2023

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 RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
INSURED Goodwyn Mills & Cawood, LLC Goodwyn, Mills & Cawood, Inc. P.O. Box 242128 Montgomery AL 36124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$-
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$1,000,000
							Aggregate	$2,000,000

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

Re: Project #CC-034-22, Mobile Civic Center – Improvements Master Plan.
A 30 Day Notice of Cancellation applies except in the case of non-payment of premium.

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

C#5749

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Nicholas Amberger
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize contract Bienville Construction Services, LLC for Gangway Repairs at the Mobile Cruise Terminal in the amount of $234,255.00

Amount of Contract:
$234,255.00

Funding Source
C0770 (20002000-48010)

ATTACHMENTS:
1. resolution
2. CT-060-23 contract routing package
3. CAPITAL CONTRACT SUMMARY SHEET

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

R E S O L U T I O N

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 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:	Bienville Construction Services, LLC
Project Name:	Mobile Cruise Terminal Fixed Gangway Repairs
Project Number:	CT-060-23
Amount:	$234,255.00

Adopted:

_____

City Clerk

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DRU BISHOP / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 03/25/26
CityLaw ID: A26-1689
Project / Contract Title: CT-060-23 / CRUISE TERMINAL - FIXED GANGWAY REPAIRS
Vendor / Consultant: CONTRACT - BIENVILLE CONSTRUCTION SERVICES, LLC

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): _____
- ☐ 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): RECOMMENDATIONS: IN CONTRACT, (1) ADD PROJECT # AT I(A); (2) AT BEGINING OF IV(A)(7) . .ADD "SUBJECT TO THE"; (3) WHERE INCLUDED ADD "A201-2017" OR "-2017" AS APPLICABLE; (4) IV(B), ADD A COLON AT BOTTOM OF PAGE; (5) AT V(B)(2)(e), REPLACE 4 WEEKS WITH 3 WEEKS; (6) AT IX(A), 70 DAYS VS 77 ON EXHIBIT B; (7) AT XV(C), XVIII(A) AND XVIII(B), CHANGE "XIV(A)" TO "XV(A); (8) INCLUDE OTHER ENDORSEMENTS REF'D ON COIs.
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
3/25/26 — **Date**

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:	**Bienville Construction Services, LLC** **250 N. Jackson Street #2** **Mobile, AL 36603** **City Business License No.: 117291**
For the following Project:	**Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs** **201 South Water Street** **Mobile, Alabama 36602** **Project Number: CT-060-23**
The Architect:	**Watermark Design Group, LLC** **2970 Cottage Hill Rd., Suite 200** **Mobile, Alabama 36606**

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 Bienville Construction Services, LLC hereinafter referred to as "Contractor."

This Agreement, including the following Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

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 Request for Bids on February 18, 2026; 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 **Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs** (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 thirty-four thousand, two hundred and fifty-five dollars and 00/100 ($234,255.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$181,637.00
Contingency Allowance:	$15,000.00
Total Bid:	$196,637.00
Alternate #1	$37,618.00
Total Contract Sum:	$234,255.00

B. Alternates (if any included in the contract sum)

Item: Replace Doors 3&4 Price: 37,618.00

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 two-hundred thirty-four thousand, two hundred and fifty-five dollars and 00/100 ($234,255.00) for the entire Project in accordance with Exhibit C Schedule of Values 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 Director of Real Estate and Asset Management (REAM Director'), Carleen Stout.

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 Architect by the Contractor and Certificates for Payment issued by the Architect, 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 Architect 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 Architect 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 Architect 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 Architect 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. Subject to the 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 Architect 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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and

v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:

i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017 as applicable.

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 Architect and 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 Title 39, Code of Alabama 1975, as amended, 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 three (3) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with §39-1-1(f)(1) Code of Alabama, 1975, NOTICE IS HEREBY given that BIENVILLE CONSTRUCTION SERVICES, LLC has completed the contract for Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs located at 201 South Water Street, Mobile, Alabama 36602, Project Number: CT-060-23. 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 and Asset Management ('REAM Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on Exhibit C Schedule of Values 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 (if applicable).

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 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 Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format is attached hereto as Exhibit G. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in this contract, as modified by Exhibit G & H, 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 (generally one year).

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 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, 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 and endorsed to waive rights of subrogation in favor of the City. Endorsements for waiver of transfer rights, and Additional Insured should be provided separately from Certificate of Insurance.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the 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, samples attached hereto as Exhibit F:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 70 calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
1	Fixed Gangway Miscellaneous Repairs	issued for bid February 18, 2026

D. Specifications

Section	Title	Date
5-26	Project Manual	issued for bid February18, 2026

E. Addenda, if any:

Number	Date
1	issued February 27, 2026

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
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 and

G703 (with DBE Utilization Report)
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9
Tax
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

XI. HIERARCHY

A. In the event of conflict, this Standard Services Agreement, as modified by the City, shall control over any incorporated AIA documents.

XII. 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 $ 250.00 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.

XIII. 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.

XIV. 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.

XV. 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) and XV(B) 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.

XVI. 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.

XVII. 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.

XVIII. 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 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.

XIX. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout.

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:
Bienville Construction Services, LLC
c/o Joshua Dindo
Contractor's Authorized Agent
250 N. Jackson Street #2
Mobile, AL 36603

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.

XX. 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.

XXI. 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.

XXII. 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**.**

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that

neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

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

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[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: _____ Joshua Dindo

Joshua Dindo Member Bienville Construction Services, LLC

Date: _____

Digitally signed by Joshua Dindo
DN: C=US, E=josh@bienvillecs.com, O=BCS, OU="Bienville Construction Services, LLC", CN=Joshua Dindo
Date: 2026.03.24 09:08:12-05'00'

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Joshua Dindo whose name as Member of Bienville Construction Services, 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 limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this 24 day of March, 2026

_____
Notary Public
Print Emily McKinley
My commission expires: 7/23/2029

(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

EXHIBIT A

MOBILE
ALABAMA

Exhibit A
SCOPE OF WORK

Mobile Alabama Cruise Terminal
201 South Water Street
Mobile, Alabama 36602
Fixed Gangway Repairs
Project # Ct-060-23

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for repairs of Fixed Gangway at Mobile Cruise Terminal located at 201 South Water Street, Mobile AL 36602.

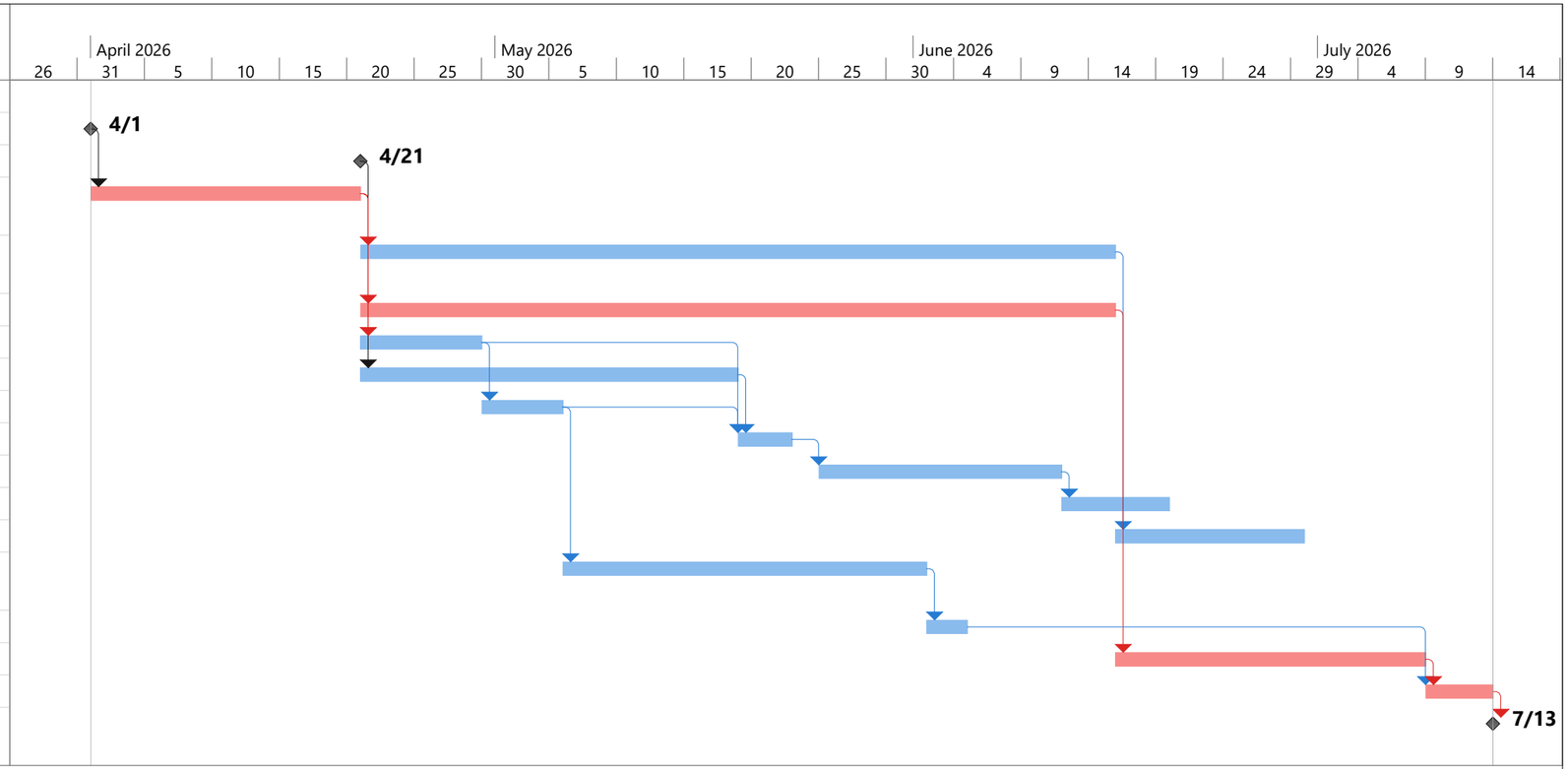
Work includes, but is not limited to, the following:

- Cleaning existing precast concrete double tee's.
- Cleaning existing metal roof panels and metal wall panels.
- Refinishing existing steel stairs and supports.
- Repairing concrete floor.
- Remove existing metal flashing and Installing new metal/membrane roof-to-wall flashing.
- Remove existing pair of doors and installing new motorized aluminum shutter.
- Remove existing aluminum storefront including pair of doors at door locations number 1 and 2 and installing new motorized aluminum coiling door, and prefinished aluminum awning.
- Removal of existing aluminum storefront including pair of doors at door locations number 3 and 4 and installing new motorized aluminum coiling door, and prefinished aluminum awning.
- Remove existing and installation of new metal counter flashing at terminal roof to tower interface.

This Scope of Work is an abbreviated version of the scope of work as provided in the project manual and drawings. Project Manual, Drawings, and any addenda should be referred to for full scope of project.

EXHIBIT B

ID	Task Mode	Task Name	Duration	Start	Finish
1					
2		Contract Executed	0 days	Wed 4/1/26	Wed 4/1/26
3		Permit	0 days	Tue 4/21/26	Tue 4/21/26
4		Shop Drawings / Submittlas	14 days	Wed 4/1/26	Mon 4/20/26
5		OH Door and Shutter Lead Time	40 days	Tue 4/21/26	Mon 6/15/26
6		Canopy Lead Time	40 days	Tue 4/21/26	Mon 6/15/26
7		Clean	7 days	Tue 4/21/26	Wed 4/29/26
8		Electrical RI	20 days	Tue 4/21/26	Mon 5/18/26
9		Demo	4 days	Thu 4/30/26	Tue 5/5/26
10		Prep Steel	4 days	Tue 5/19/26	Fri 5/22/26
11		Paint Steel	14 days	Mon 5/25/26	Thu 6/11/26
12		Roof Flashing Joint	6 days	Fri 6/12/26	Fri 6/19/26
13		Install New Doors	10 days	Tue 6/16/26	Mon 6/29/26
14		Grind Concrete and Recoat	19 days	Wed 5/6/26	Mon 6/1/26
15		Transition Strip	3 days	Tue 6/2/26	Thu 6/4/26
16		Canopies	17 days	Tue 6/16/26	Wed 7/8/26
17		Punch List	3 days	Thu 7/9/26	Mon 7/13/26
18		Certicifacte of Completion	0 days	Mon 7/13/26	Mon 7/13/26



Project: Prattville Base Line
Date: Mon 3/16/26

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress
Split		Inactive Milestone		Manual Summary		Deadline		
Milestone		Inactive Summary		Start-only		Critical		
Summary		Manual Task		Finish-only		Critical Split		
Project Summary		Duration-only		External Tasks		Progress		

EXHIBIT C

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing contractor's signed certification, is attached.
In tabulations below, amounts are state to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

SCHEDULE OF VALUES

APPLICATION NO: DRAFT
PERIOD TO: 01/00/00
APLICATION DATE: 01/00/00
ARCHITECT'S PROJECT NO:
CONTRACTOR'S PROJECT NO:

A	B	C	D	E	F	G		H
DIV NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED IN (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D +E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)
	Preconstruction & Mobilization	$ 4,000.00				0.00	0%	$ 4,000.00
	Project Management & Supervision	$ 27,000.00				0.00	0%	$ 27,000.00
	Jobsite Specific General Conditions	$ 4,500.00				0.00	0%	$ 4,500.00
	Insurance & Bond	$ 9,400.00				0.00	0%	$ 9,400.00
	Demo	$ 5,000.00				0.00	0%	$ 5,000.00
	Softwash	$ 6,500.00				0.00	0%	$ 6,500.00
	Roofing	$ 9,000.00				0.00	0%	$ 9,000.00
	Metal Panel Alterations	$ 3,000.00				0.00	0%	$ 3,000.00
	Galvanized Gate	$ 9,000.00				0.00	0%	$ 9,000.00
	Paint	$ 10,000.00				0.00	0%	$ 10,000.00
	OH Coiling Doors and Shutters	$ 71,000.00				0.00	0%	$ 71,000.00
	Grinding and Coatings	$ 20,000.00				0.00	0%	$ 20,000.00
	Canopies	$ 28,000.00				0.00	0%	$ 28,000.00
	Electrical	$ 8,000.00				0.00	0%	$ 8,000.00
	Misc	$ 4,855.00				0.00	0%	$ 4,855.00
	Contengency	$ 15,000.00				0.00	0%	$ 15,000.00
	TOTAL BASE CONTRACT	**$ 234,255.00**	$ -	$ -	$ -	$ -	0%	**$ 234,255.00**
	Change Orders							
1								
2								
3								
	TOTAL CONTRACT AMOUNT	**$ 234,255.00**	$ -	$ -	$ -	$ -	0%	$ 234,255.00

EXHIBIT D

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	Bienville Construction Services, LLC
Address	250 N. Jackson St. #2 Mobile, AL 36603
Telephone	251.220.4406
E-Mail	josh@bienvillecs.com

RFP/RFQ Solicitation Number	CT-060-23
Project Description	Cruise Terminal - Fixed Walkway Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 3 Minority _____ Non-minority 8 SDVO _____ Total number of Employees 8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Dindo

Signature: _____ Date: 3.11.2026

Title: Member

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: Joshua Dindo Title: Member

Email: Josh@BienvilleCS.com Phone: 251.220.4406

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 Bienville Construction Services, LLC Your Bid/Proposal Amount $_____ Date: 3.11.2026

Description_____ Name of Bidder/Proposer: Joshua Dindo

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
Marions Painting	251 605 8976	Paint	10,000	6%	Yes	
Dindo LLC	251 721 1128	Supervision	4,000	2.4%	Veteran	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Bienville Construction Services, LLC

Contact Person: Joshua Dindo Phone: 251.220.4406 Email: Josh@BienvilleCS.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**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
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
X		**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

Exhibit 5

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.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further 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.

__X__ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

EXHIBIT E

Company ID Number: 2642494

Approved by:

Employer Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	**Title**
Signature Electronically Signed	**Date** 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/06/2025

Company ID Number: 2642494

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

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: 2642494

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Josh Dindo
Phone Number	2512204406
Fax	
Email	iosh@bienvillecs.com

Company ID Number: 2642494

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT F

Bond Number: 8056148

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, Bienville Construction Services, LLC, hereinafter called the Principal, and Amerisure Mutual Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of two-hundred thirty-four thousand, two hundred and fifty-five dollars and 00/100 Dollars ($234,255.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 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 Mobile Alabama Cruise Terminal Fixed Gangway Repairs, 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL
Company: Bienville Construction Services, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: Felisa H. Vaughan
(Signature)

Name and Title: Felisa H. Vaughan, Attorney- in-Fact

Resident Agent: Mark W. Edwards II
(Signature)
Name and Title: Mark W. Edwards, II
Company Name: McGriff, a Marsh & McLennan Agency, LLC Company
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: 205-581-9427

Owner's Representative: Carleen Stout-Clark
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

AMERISURE MUTUAL INSURANCE COMPANY CORPORATE SEAL 2000 MICHIGAN

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8056148

Bienville Construction Services, LLC

City of Mobile

of McGriff, a Marsh & McLennan Agency LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

AMERISURE INSURANCE CORPORATE SEAL 1968 MICHIGAN COMPANY

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

AMERISURE PARTNERS INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of October, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 31st day of October, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

NOTARY PUBLIC MICHIGAN

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____ 20 26

Chris M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

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, Bienville Construction Services, LLC, as Principal, and Amerisure Mutual Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of two-hundred thirty-four thousand, two hundred and fifty-five dollars and xx/100 ($$234,255.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Alabama Cruise Terminal Fixed Gangway Repairs, 201 South Water Street, Mobile, Alabama 36602, 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 Felisa H. Vaughan, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: Bienville Construction Services, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title:

SURETY
Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: Felisa H. Vaughan
(Signature)

Name and Title: Felisa H. Vaughan, Attorney-in-Fact

Resident Agent: Mark W. Edwards II
(Signature)
Name and Title: Mark W. Edwards, II
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: 205-581-9427

Owner's Representative: Carleen Stout-Clark
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8056148

Bienville Construction Services, LLC

City of Mobile

of McGriff, a Marsh & McLennan Agency LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION ($100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

AMERISURE INSURANCE CORPORATE SEAL 1968 MICHIGAN COMPANY

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

AMERISURE PARTNERS INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of October, 2025.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 31st day of October, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

NOTARY PUBLIC MICHIGAN

KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airton
Kay Airton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____ 20 26

Chris M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer

AMERISURE MUTUAL INSURANCE CORPORATE SEAL 2000 MICHIGAN COMPANY

EXHIBIT G-H

BIENCON-02 ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2026

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
Thames Batre' Insurance
PO Box 6989
Mobile, AL 36660

CONTACT NAME: Crystal Kent
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: crystal@thamesbatre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Insurance Company	32506
INSURER B : FCCI Insurance Company	10178
INSURER C : Safety National Casualty Corp.	15105
INSURER D : AI Home Builders Self Ins Fund	
INSURER E :	
INSURER F :	

INSURED
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36602

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CPP100099779-01	3/16/2026	3/16/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYMENT PRAC	$ 100,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	UMB100099780-01	3/16/2026	3/16/2027	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	SP4067497	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Workers Compensation			001-0038138-2026A	1/1/2026	1/1/2027	Per Statute	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CT-060-23 Fixed Gangway Repair Contract
General Liability:
Additional Insured provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.
30 Day Notice of Cancellation provisions apply with respect to General Liability, subject to form IL 011 01 15, if required by written contract.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: BIENCON-02 ETESNEY

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thames Batre' Insurance	Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Work Comp:
Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:
Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2026

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

State Farm

Heath Parker State Farm
4550 Spring Hill Ave
Mobile AL 36608

CONTACT NAME: Haleigh Joyner
PHONE (A/C, No, Ext): 251-344-5876 **FAX (A/C, No):** 251-344-5871
E-MAIL ADDRESS: haleigh.k.joyner.y16i@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bienville Construction Services LLC
250 N Jackson St Unit 2
Mobile AL 36603

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	X	X	485 8751-E22-01	11/22/2025	05/22/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					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	$

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

Project Name: Mobile, Alabama Cruise Terminal - Fixed Gangway Repairs
Project Number: CT-060-23
City of Mobile is included as additional insured in respect to automobile liability. They 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 automobile liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Haleigh Joyner

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 03/24/2026

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

AGENCY	PHONE (A/C, No, Ext):
US ASSURE INSURANCE SERVICES OF FLORIDA, INC. P.O. BOX 10197 JACKSONVILLE, FL 32247-0197	
FAX (A/C, No):	E-MAIL ADDRESS: crystal@thamesbatre.com
CODE: A0234005	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY: American Zurich Insurance Company

INSURED	LOAN NUMBER	POLICY NUMBER
Bienville Construction Services, LLC 250 N Jackson St. Unit 2 Mobile, AL 36603		ER78311461

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
04/16/2026	10/16/2026	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

201 S Water Street
Mobile, AL 36602

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$5,000
Renovations and Improvements	$200,000	
All Covered Property at all Locations	$200,000	

REMARKS (Including Special Conditions)

Wind Excluded

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS				
City of Mobile PO Box 1827 Mobile, AL 36633	☐	MORTGAGEE	✘	ADDITIONAL INSURED
	☐	LOSS PAYEE	☐	

LOAN #

AUTHORIZED REPRESENTATIVE

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **ER78311461**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Bienville Construction Services, LLC
250 N Jackson St.
Unit 2
Mobile, AL 36603

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0234005
E Field Office Name
F Field Office Code

3. Policy Period – From: 04/16/2026 **To:** 10/16/2026
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☐ **Corporation** ☐ **Joint Venture** ☒ **Other** LLC

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
201 S Water Street
Mobile, AL 36602

New Construction			
A)	Any one building or structure	$	200,000
B)	All covered property at all locations (same as A unless otherwise noted)	$	200,000
Remodeling			
D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.162
G)	Premium	$	400.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

6. Deductible: ☐$500 ☐$1,000 ☐$2,500 ☒$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ER78311461	From 04/16/2026 To 10/16/2026	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Bienville Construction Services, LLC 250 N Jackson St. Unit 2 Mobile, AL 36603	US ASSURE INSURANCE SERVICES OF FLORIDA, INC. P.O. BOX 10197 JACKSONVILLE, FL 32247-0197

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

Additional Insured:

Mobile Alabama Cruise Terminal
201 S. Water Street
Mobile, AL 36602

Additional Insured:

City of Mobile
PO Box 1827
Mobile, AL 36633

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

Alabama Secretary of State

EXHIBIT H

Bienville Construction Services, L.L.C

Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

Browse Results New Search

EXHIBIT I

PROJECT MANUAL

FOR

MOBILE ALABAMA CRUISE TERMINAL
FIXED GANGWAY REPAIRS

201 South Water Street
Mobile, Alabama 36602

Project # CT-060-23

ISSUED February 18, 2026

Watermark Design Group, LLC
2970 Cottage Hill Rd., Suite 200
Mobile, Alabama 366060

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: March 11, 2026

Pre-Bid Date: February 26, 2026

INDEX TO DOCUMENTS

SECTION	DOCUMENT NAME
DIVISION 0	**BIDDING AND CONTRACT REQUIREMENTS**
BIDDING REQUIREMENTS AND FORMS	
Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders
Section 00300	Supplementary Instructions to Bidders
Section 00410	Bid Form
Form C-3A	Accounting of Sales Tax
	Small Business Development Subcontracting and Major Supplier Plan
CONTRACT REQUIREMENTS AND FORMS	
Section 00500	Agreement Between Owner and Contractor
	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)
Section 00700	General Conditions
AIA A201	General Conditions of the Construction Contract
AIA G702	Application and Certificate for Payment
AIA G703	Continuation Sheet
	DBE Utilization Report
AIA G704	Certificate of Substantial Completion
AIA G706	Contractor's Affidavit of Payment of Debts and Claims
AIA G706A	Contractor's Affidavit of Release of Liens
AIA G707	Consent of Surety to Final Payment
W-9 Form	Request for Taxpayer Identification Number and Certification
	City of Mobile Vendor Information Form
	E-Verify Documentation (Sample)
DIVISION 1	**GENERAL REQUIREMENTS**
Section 01010	Summary of Work
Section 01210	Allowances
Section 01230	Alternative Bid Items
Section 01310	Project Management & Co-ordination
Section 01320	Construction Progress Documentation
Section 01330	Submittal Procedures
Section 01400	Construction Quality Control
Section 01635	Substitution Procedures
Section 01700	Execution Requirements
Section 01710	Close out Procedures
Section 01731	Cutting and Patching
Section 017823	Operation and Maintenance Data
Section 017839	Project Record Documents
DIVISION 2	**SITEWORK (NA)**
DIVISION 3	**CONCRETE (NA)**
DIVISION 4	**MASONRY (NA)**

DIVISION 5 METALS

Section 050170 Metal Cleaning

DIVISION 6 WOOD AND PLASTIC

DIVISION 7 THERMAL AND MOISTURE PROTECTION

Section 076200 Sheet Metal Flashing And Trim
Section 079200 Joint Sealants

DIVISION 8 DOORS AND WINDOWS

Section 083310 Overhead Coiling Doors

DIVISION 9 FINISHES

Section 099113 Exterior Painting

DIVISION 10 SPECIALTIES

Section 105300 Canopies
Section 107000 Roll-Up Security Shutters

DIVISION 11 EQUIPMENT (NA)

DIVISION 12 FURNISHINGS (NA)

DIVISION 13 SPECIAL CONSTRUCTION (NA)

DIVISION 21 FIRE SUPRESSION (NA)

DIVISION 22 PLUMBING (NA)

DIVISION 23 HVAC (NA)

DIVISION 26 ELECTRICAL (see drawings)

APPENDIX “A” CRUISE SCHEDULE

SECTION 00100
INVITATION TO BID

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

PROJECT NAME:	Mobile, Alabama Cruise Terminal - Fixed Gangway Repairs
PROJECT LOCATION:	201 South Water Street, Mobile, Alabama 36602
PROJECT NUMBER:	CT-060-23

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 11th day of March, 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 Thursday, February 26, 2026, **at Mobile, Alabama Cruise Terminal meeting in the first floor parking ramp, 201 South Water Street**, at 9:00 AM local time. The conference will include a walkthrough of the site location.

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 with the words "**SEALED BID FOR MOBILE, ALABAMA CRUISE TERMINAL – FIXED GANGWAY REPAIRS - PROJECT NUMBER: CT-060-23".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, MARCH 11, 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 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.

END OF SECTION 00100

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

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 jody.russell@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 most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

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

4. BID SECURITY:

   A. A Cashier's Check drawn on 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 the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

   A. Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL – FIXED GANGWAY REPAIRS: CT-060-23", 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.

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 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 (70) days from the date indicated by the Notice to Proceed. Contract days are defined as 'calendar days', which **include** weekends and holidays.

B. The Cruise Terminal will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities.

Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the Cruise Terminal as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 4:30 P.M on Non-Cruise Days only**. 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 Cruise Terminal 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 MOBILE ALABAMA CRUISE TERMINAL, FIXED GANGWAY REPAIRS,
Project # CT-060-23, 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.

END OF SECTION

SECTION 00300

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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

I. BIDDING DOCUMENTS:

A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.

B. Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume 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 jody.russell@cityofmobile.org. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

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

4. BID SECURITY:

A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.

C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than $50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

D. Power of Attorney is required for all Bonds.

E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

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

6. SUBMISSION OF BIDS:

A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words "SEALED BID FOR FIXED GANGWAY REPAIRS, NUMBER: CT-060-23", 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 and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

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

10. SIGNING OF CONTRACT:

A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.

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

C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.

D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

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

12. AMERICANS WITH DISABILITIES ACT (ADA):

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

13. USE OF DOMESTIC PRODUCTS:

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

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

A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a

non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

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

16. CITY OF MOBILE BUSINESS LICENSE:

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

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

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

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

18. CITY OF MOBILE BUILDING PERMIT:

A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within seventy (70) calendar days from the date indicated by the Notice to Proceed.

B. At all buildings that will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the various buildings as follows:

Contractor shall have access to the Cruise Terminal as approved by the Owner, but typically Monday through Friday from 7:30 A.M. to 4:30 P.M on Non-Cruise Days only. 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 Cruise Terminal 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. We strongly recommend 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 AND DBE COMPLIANCE, UTILIZATION REPORTS:

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

23. NOTICE OF COMPLETION:

A. For Contracts $50,000 or greater:
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.

B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for City of Mobile, Alabama Cruise Terminal Fixed Gangway Repairs - CT-060-23, Mobile, Alabama 36602. 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 in the final payment, not as a penalty, but as liquidated damages sustained.

END OF SECTION

SECTION 00400

BID FORM

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

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

REF: PROJECT NO.: CT-060-23

PROJECT NAME: MOBILE ALABAMA CRUISE TERMINAL FIXED GANGWAY REPAIRS

PROJECT LOCATION: 201 South Water Street, Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated February 18, 2026; 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 sixty (60) calendar days from the date of the Notice to Proceed.

Base Bid: $_____.00

Contingency Allowance: +$ 15,000.00

Total Base Bid: $_____.00
(Fill in here and in Total Base Bid below)

TOTAL BASE BID:

_____ **Dollars, $_____.00**
(Amount in Words) (Amount in Figures)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

For Alternate No. 1 (Replace doors 3 & 4) ☐ add ☐ deduct $ _____

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

CONTINGENCY ALLOWANCE: $15,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, 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. Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: MOBILE ALABAMA CRUISE TERMINAL
FIXED GANGWAY REPAIRS
Project Number: CT-060-23

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
BASE BID:	$
ALTERNATE NO. 1:	$

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

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

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.

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. _____

_____

_____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR A STIPULATED SUM

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:	**_____ [insert name]** **_____ [insert address]** **_____** **City Business License No.: _____**
For the following Project:	**Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs** **201 South Water Street** **Mobile, Alabama 36602** **Project Number: CT-060-23**
The Architect:	**Watermark Design Group, LLC** **2970 Cottage Hill Rd., Suite 200** **Mobile, Alabama 366060**

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 __ _____ [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including the following Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

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 Request for Bids on _____ [insert date]; and,

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

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

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

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of **Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs** (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated

herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$_____
Contingency Allowance:	$_____
Total Bid:	$_____
Alternate #1	$_____
Total Contract Sum:	$_____

B. Alternates (if any included in the contract sum)

Item: _____ Price: _____

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $_____ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Schedule of Values 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 Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout-Clark.

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 Architect by the Contractor and Certificates for Payment issued by the Architect, 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and

v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage

a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:

i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when

a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-

current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

b. a Certificate of Substantial Completion has been issued by the Architect and 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.

The contractor, immediately after the completion of the contract, shall give notice of the completion by publishing the notice for a minimum of three weeks using one or more of the following methods: (i) In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (ii) On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (iii) On a website used by the awarding authority for publishing notices. Ala. Code § 39-1-1(f)(1). 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 or website owner and a printed copy of the notice published. Ala. Code § 39-1-1(f)(3).

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with §39-1-1(f)(1) Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for Mobile, Alabama Cruise Terminal – Fixed Gangway Repairs located at 201 South Water Street, Mobile, Alabama 36602, Project Number: CT-060-23. 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 and Asset Management ('REAM Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on Exhibit C Schedule of Values 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 (if applicable).

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 automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage for any automobile 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 Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

J. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

K. The standard ACORD™ format is attached hereto as Exhibit G. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

L. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

M. "In Rem" endorsement.

N. Contractor shall procure and maintain insurance as specified in this contract, as modified by Exhibit G & H, 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 (generally one year).

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 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, 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 and endorsed to waive rights of subrogation in favor of the City.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the 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, samples attached hereto as Exhibit F:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
_____	_____	_____

D. Specifications

Section	Title	Date

E. Addenda, if any:

Number	Date

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
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 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A

Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification Form W-9
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-AIA Document A201

XI. HIERARCHY

A. In the event of conflict, this Standard Services Agreement, as modified by the City, shall control over any incorporated AIA documents.

XII. 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. **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**.**

XIII. 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.

XIV. 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.

XV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 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 XV(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.

XVI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. 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.

XVII. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) year 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.

XVIII. 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 XV(A).

B. In the event the City 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 XV(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.

XIX. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout-Clark or the Director's designated representative, _____.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XX. 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; and (31) failure to disclose debarment or loss of required license.

XXI. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (1 the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (2) the right to cure any such default by Contractor and to recover any damages caused thereby; and (3) 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.

XXII. 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**.**

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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 Ala.Code § 41-16-5.

XXVII. 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.

XXVIII. 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 Ala. Code § 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.

XXIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law, such court 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.

U. This Agreement may not be assigned without the prior written consent of the City, which consent will be reasonably granted or withheld at the City's sole discretion.

[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: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

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

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

SECTION 00600
BONDS, CERTIFICATES AND AFFIDAVITS

PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-1083.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. E-Verify Documentation (Sample)

D. APPLICATION AND CERTIFICATION FOR PAYMENT - AIA Document G702 and AIA Document G703 and DBE Utilization Report

E. CERTIFICATE of SUBSTANTIAL COMPLETION – AIA Document G704-2017

F. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS - AIA Document G706

G. CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - AIA Document G706A.

H. CONSENT OF SURETY TO FINAL PAYMENT - AIA Document G707

I. Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____,_____, hereinafter called the Principal, and _____ _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ _____xx/100 Dollars ($_____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 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 Mobile Alabama Cruise Terminal Fixed Gangway Repairs, 201 South Water Street, Mobile, Alabama 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)
Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)
Name and Title: _____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carleen 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**,** _____, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of ---------- and xx/100 ($----------) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Alabama Cruise Terminal Fixed Gangway Repairs, 201 South Water Street, Mobile, Alabama 36602, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint **_____ Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carleen Stout
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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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 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 **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, 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.

§ 5.2.2 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 or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.
.4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
   A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
   B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
   C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

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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 with 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 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.

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 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 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)**.

§ 9.3.1.2 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 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 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

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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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 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.

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 **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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User Notes:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

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

PROJECT:

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.

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

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	$	
b. _____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or 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		

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.

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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

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)

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Compliance Form

DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

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

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

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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 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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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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(1299870031)

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 Number:

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

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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.

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.

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

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:
Base Bid - The project shall include:
Cleaning existing precast concrete double tee’s.
Cleaning existing metal roof panels and metal wall panels.
Refinishing existing steel stairs and supports.
Repairing concrete floor.
Remove existing metal flashing and Installing new metal/membrane roof-to-wall flashing,
Remove existing pair of doors and installing new motorized aluminum shutter.

Remove existing aluminum storefront including pair of doors at door locations number 1 and 2 and installing new motorized aluminum coiling door, and prefinished aluminum awning.

Provide Alternate for Removal of existing aluminum storefront including pair of doors at door locations number 3 and 4 and installing new motorized aluminum coiling door, and prefinished aluminum awning.

Remove existing and installation of new metal counter flashing at terminal roof to tower interface.

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.

B. See Appendix “A” for cruising schedule for the upcoming season. These “blackout dates” require suspension of construction activities on-site as well as insuring that the site is cleaned up completely prior to each blackout date as the passengers will be passing through this area when boarding and off boarding.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

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 within five (5) calendar days after date of notice of award of project for Project Manager's review.

B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit 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.

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 to provide temporary sanitary facilities and maintain them in a sanitary condition so that objectionable odors are not detectable. Coordinate location with building occupants

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.

B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.

B. Clean and repair damage caused by installation or use of temporary work.

C Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

A. Products Specified 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 2 paper copies and 1 disc with pdf copies to include:
   a. As built drawings and specifications
   b. Approved submittals
   c. Warrantees and guarantees
   d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

A. Product and Manufacturer's Warranties shall be provided per specifications.

B. In addition, all materials and labor shall be warranted for a minimum of 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.

SELECTION AND PURCHASE

E. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.4 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 Fifteen Thousand and xx/100 Dollars ($15,000.00).

END OF SECTION

SECTION 01230 - ALTERNATIVE BID ITEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section identifies each Alternate and describes basic changes to Work only when that Alternate is made a part of the Work
B. Base Bid and Alternates include costs of all supporting elements required, so that the combination of Base Bid and any Alternates are complete.
C. The scope of work for Alternates shall be in accordance with applicable Drawings and Specifications.
D. Except as otherwise indicated, complete work described in Alternates with no increase in Subcontract Time.
E. This section includes non-technical descriptions of Alternates. Refer to specific sections of the Specifications and to Drawings for technical descriptions of Alternates.
F. Submit bids for Base Bid and all Alternates listed on Bid Form. Failure to quote an amount, or insertion of the words "no bid," "none" or words of similar meaning, will be considered as not completing the proposal and may constitute disqualification of entire bid, at City's discretion. When there is no change in base bid due to using the Alternate, use the words "No Change". The words "No Change" will be interpreted to mean that work described in the Alternate shall be completed at no adjustment or change in cost of Base Bid.

1.3 PROCEDURES

A. Alternates will be exercised at the option of Owner, and in number order.
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.

1.4 DESCRIPTION OF ALTERNATES

A. Alternate #1 (Additive): Alternate No. 1 to include demolishing and replacing Doors 3 and 4 per the drawings similar to work shown for doors 1 and 2 that is included the base bid .

PART 2 PRODUCTS Not used

PART 3 EXECUTION Not used

END OF SECTION

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, 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 is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Start-up construction schedule.
2. Contractor's construction schedule.
3. Field condition reports.
4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Start-up construction schedule.

1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. 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. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

    a. Preparation and processing of submittals.
    b. Mobilization and demobilization.
    c. Purchase of materials.
    d. Delivery.
    e. Fabrication.
    f. Utility interruptions.
    g. Installation.
    h. Work by Owner that may affect or be affected by Contractor's activities.
    i. Testing and commissioning.
    j. Punch list and final completion.
    k. Activities occurring following final completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.

3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.

D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

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. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples

1.3 SUBMITTAL PROCEDURES

A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.

C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.

D. Project Manager will not review incomplete submittals.

E. Apply Contractor's stamp, signed or initialed certifying that:

   1. Submittal was reviewed.
   2. Products, field dimensions, and adjacent construction have been verified.
   3. Information has been coordinated with requirements for Work and Contract Documents.

F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.

G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

H. Revise and resubmit submittals when required; identify all changes made since previous submittals.

I. Distribute copies of reviewed submittals to concerned parties and to Project Record
Documents file. Instruct parties to promptly report any inability to comply with provisions.

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1.4 SUBMITTAL SCHEDULE

A. Submit a submittal schedule showing all submittals proposed for project, including:
1. Submittals for Review
2. Closeout Submittals.

B. Include for each submittal:
1. Specification section number.
2. Description of submittal.
3. Type of submittal.
4. Anticipated submittal date.

C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and

other data.

B. Supplement manufacturers' standard data to provide information unique to this Project.

C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01400
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. Testing and inspecting services are required to verify compliance with requirements specified or indicated.

B. 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.

C. 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.

D. Related Sections:
1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests, inspections, submittals, orders, and installation.

1.3 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 Architect. 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.

1.4 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.

1.5 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.

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 in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.

   1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 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, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."

D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. 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 value of each item on the list and reasons why the Work is incomplete.

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 sustainable design submittals not previously submitted.
7. 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, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, 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 Architect'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, Architect 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. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
2. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

3. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated 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. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
h. 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.
i. Remove labels that are not permanent.
j. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
m. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
o. 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, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.

1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION 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 two copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect and Engineer.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.

9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect and Engineer.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

APPENDIX “A”
CRUISE SCHEDULE

SECTION 050170- METAL CLEANING

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 metal cleaning as follows:

1. Soft Wash Cleaning of metal roof, trim, flashing, gutters, wall panels.

1.3 DEFINITIONS

A. Soft Washing is a cleaning method that uses a low pressure washing technique, along with a mixture of algaecides, bleach, surfactants and water, to safely clean exterior surfaces of organic stains, mildew and algae.

B. Low-Pressure Spray: 100 to 400 psi ; 4 to 6 gpm.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

1.6 QUALITY ASSURANCE

A. Metal Cleaning Specialist Qualifications: A qualified metal cleaning specialist. Cleaning specialist shall be experienced in using mechanical and chemical methods on the types of metal surfaces indicated.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: perform preconstruction testing on each type of metal in an inconspicuous location.

1. Use test areas as indicated and representative of proposed materials and existing construction.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with metal cleaning only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Water: Potable.

B. Hot Water: Water heated to a temperature of 140 to 160 deg F.

C. Detergent Solution, Job Mixed 2.5% sodium hypochlorite, or bleach, mixed with water a surfactant, an odor masker.

D. Neutralizing Agent.

PART 3 - EXECUTION

3.1 PROTECTION

A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical solutions from coming into contact with people, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.

1. Cover adjacent surfaces with materials that are proven to resist chemical solutions being used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
2. Do not apply chemical solutions during winds of sufficient force to spread them to unprotected surfaces.
3. Neutralize alkaline and acid wastes before disposal.
4. **Dispose of runoff from operations by legal means and in a manner that prevents runoff from entering the storm drainage system and surface runoff from entering the Mobile River.** In addition, employ measures to ensure runoff does not cause soil erosion, undermining of paving and foundations, damage to landscaping, and penetration into building interiors.

3.2 METAL CLEANING, GENERAL

A. Execution of the Work: In cleaning items, disturb them as minimally as possible and as follows:

1. Remove deteriorated coatings and corrosion.
2. Sequence work to minimize time before protective coatings are reapplied.
3. Clean items in place unless otherwise indicated.

3.3 CLEANING

A. General: Use those methods indicated for each type of metal and its location.

1. Brushes: If using wire brushes, use brushes of same base metal composition as metal being treated. Use brushes that are resistant to chemicals being used.
2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure indicated, measured at nozzle. Adjust pressure and volume to ensure that spray methods do not damage surfaces.
   a. Equip units with pressure gages.
   b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.
   c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
   d. For heated water-spray application, use equipment capable of maintaining temperature between 90°F to 110° deg F at flow rates indicated.
3. Uniformity: Perform each cleaning method in a manner that results in uniform coverage of all surfaces, including corners, contours, and interstices, and that produces an even effect without streaks or damaging surfaces.
4. Protection: After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

B. Water Cleaning: Clean with cold water applied by medium pressure spray. Supplement with natural-fiber or plastic-bristle brush. Use small brushes to remove soil from joints and crevices.

C. Detergent Cleaning:

1. Wet surface with hot water applied by low-pressure spray.
2. Scrub surface with detergent solution and natural-fiber or plastic-bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
3. Rinse with hot water applied by low -pressure spray to remove detergent solution and soil.
4. Repeat cleaning procedure where needed to produce cleaning effect established by mockup.

END OF SECTION 050170

SECTION 07620
SHEET METAL FLASHING AND TRIM

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. Formed Metal Baffles.

B. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

C. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.

2. Include identification of material, thickness, weight, and finish for each item and location in Project.

3. Include details for forming, including profiles, shapes, seams, and dimensions.

4. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.

5. Include details of termination points and assemblies.

6. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.

7. Include details of roof-penetration flashing.

C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

D. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Baffle: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.6 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.

b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.

c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.

1. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: math existing siding color.

3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: self-tapping screws, self-locking bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

2. Fasteners for Aluminum Sheet: Series 300 stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.

2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

3. Verify that air or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

3. Install continuous cleats with concealed fasteners per the tested assembly. Hook flashing over cleat prior to anchoring flashing.

4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.

5. Torch cutting of sheet metal flashing and trim is not permitted.

6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against

galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

C. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

3.3 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.4 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 079200
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes joint sealants for the following applications:

1. Interior and Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

2. Interior and Exterior joints in horizontal traffic surfaces.

1.2 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Preconstruction field test reports.

D. Compatibility and adhesion test reports.

E. Product certificates.

1.4 QUALITY ASSURANCE

A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to ASTM C 1087 manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

1.5 WARRANTY

A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

2.4 ONE-PART SILICONE GLAZING SEALANT

A. Basis of Design: DOWSIL 999A Silicone Building & Glazing Sealant.

1. Single-Component, Nonsag, Acid-Curing Silicone Joint Sealant, ASTM C 920, Type S, Grade NS, Class 25, for Use NT

2. Hardness, ASTM D 2240: 25 durometer Shore A, minimum.

3. Volatile Organic Compound (VOC) Content: 36 g/L maximum.

4. Color: Clear.

2.5 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bicellular material with a surface skin), or

any of the preceding types, 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:

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 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: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.

a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, 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.

2. Remove laitance and form-release agents from concrete.

a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on 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 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.

3.2 INSTALLATION

A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.

2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.

2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.

2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.

3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

F. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.

G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 079200

SECTION 083310
OVERHEAD COILING DOORS

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. Motorized, Insulated service doors.

B. Related Sections:

1. Division 26 Sections for electrical service and connections for powered operators and accessories.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance, Exterior Doors: Exterior overhead coiling doors shall withstand the wind loads, the effects of gravity loads, and loads and stresses within limits and under conditions indicated according to SEI/ASCE 7.

1. Air Infiltration to Comply With:

a. ASHRAE Standard 90.1-2007, 2010 & 2013 requirements of less than.3 CFM/FT2

b. IECC 2012 requirements of less than 1.0 CVM/FT2

2. Wind Loads: As indicated on Structural Drawings.

3. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.

4. Insulated Door Slat Material Requirements:

a. Flame Spread Index of 0 and a Smoke Developed Index of 10 as tested per ASTM E84

b. Sound Transmission Class (STC) rating up to 30 for the entire assembly. If an STC of 32 is desired, additional options are required. All configurations are evaluated per ASTM E90 and based on testing a complete, operable assembly

c. Minimum R-value of 8.0 (U-value of 0.125) as calculated using the ASHRAE Handbook of Fundamentals

d. Insulation to be CFC Free with an Ozone Depletion Potential (ODP) rating of zero

B. Operability under Wind Load: Design overhead coiling doors to remain operable under uniform pressure (velocity pressure) of 20 lbf/sq. ft. wind load, acting inward and outward.

C. Windborne-Debris-Impact-Resistance Performance: Provide overhead coiling doors that pass missile-impact and cyclic-pressure tests when tested according to ASTM E 1886 and ASTM E 1996.

1. Large Missile Test: For overhead coiling doors located within 30 feet of grade.

D. Operation Cycles: Provide overhead coiling door components and operators capable of operating for not less than number of cycles indicated for each door. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

1.4 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory. Include the following:

1. Construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.

2. Rated capacities, operating characteristics, electrical characteristics, and furnished accessories.

3. For fire-rated doors, description of fire-release system including testing and resetting instructions.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for both installation and maintenance of units required for this Project.

B. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.

1. Obtain operators and controls from overhead coiling door manufacturer.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

PART 2 - PRODUCTS

2.1 SERVICE DOOR:

A. Overhead coiling door formed with curtain of interlocking metal slats.

1. Manufacturers: Basis of Design Cookson Model ESD30 Thermiser Max or Alternate Manufacturers Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Raynor.

b. Wayne-Dalton Corp.

B. Operation Cycles: Not less than 20,000.

1. Include tamperproof cycle counter.

C. Door Curtain Material: Galvanized steel.

D. Door Curtain Slats: Flat profile slats of 2-5/8-inch center-to-center height.

E. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats. Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operational noise.

F. Hood: Galvanized steel.

1. Shape: Round.

2. Mounting: Face of wall.

G. Locking Devices: Equip door with locking device assembly.

1. Locking Device Assembly: Cremone type, both jamb sides locking bars, operable from inside with thumb turn outside with cylinder.

H. Electric Door Operator:

1. Motor Operator; Totally Enclosed Non Ventilated gear head operator(s) rated (1/3) (1/2) or (3/4) hp as recommended by door manufacture for size and type of door.

2. Usage Classification: Industrial duty, up to 20 cycles per hour.

3. Emergency Manual Operation: Chain type.

4. Operator Location: Wall.

5. Motor Exposure: Interior.

6. Obstruction-Detection Device: Automatic photoelectric sensor ; self-monitoring type.

7. Remote-Control Station: Wireless handheld.

8. Other Equipment: Audible and visual signals.

I. Door Finish:

1. Baked-Enamel or Powder-Coated Finish: color to be selected from manufacturers standard colors.

2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.2 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.3 STEEL AND GALVANIZED-STEEL FINISHES

A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

B. Examine locations of electrical connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

B. Install overhead coiling doors, hoods, and operators at the mounting locations indicated for each door.

C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.

D. Smoke-Control Doors: Install according to NFPA 80 and NFPA 105.

3.3 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Perform installation and startup checks according to manufacturer's written instructions.

2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.4 ADJUSTING

A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

B. Lubricate bearings and sliding parts as recommended by manufacturer.

C. Adjust seals to provide weathertight fit around entire perimeter.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083310

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. This Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Steel.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of topcoat product indicated.

C. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

1.5 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.

1.6 PROJECT 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.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 5 percent, but not less than 1 gal.of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. BLP Mobile Paint Manufacturing.
3. Sherwin-Williams Company (The).

2.2 PAINT, 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 manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

2.3 IRON AND STEEL - PRIMER

A. Fast Cure Epoxy Mastic – Basis of Design: MACROPOXY 646, Sherwin Williams. 2-part high solids, high build, fast drying, polyamide epoxy designed to protect steel in industrial exposures.

1. VOC Content: <2.08 lb/gal.
2. Volume Solids: 72% ± 2%, mixed

2.4 IRON AND STEEL - FINISH COAT

A. Two Component Polysiloxane – Basis of Design: SHER-LOXANE 800, Sherwin Williams. High performance, two component polysiloxane (epoxy siloxane hybrid).

1. VOC Content: 0.77 lb/gal (EPA Method 24)
2. Volume Solids: 90% ± 3%, mixed.

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 work.

B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.

B. Remove plates, machined surfaces, and similar items already in place that 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 if any.
2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

2. Remove loose rust mechanically and neutralize.
   a. Rust Neutralizer: OSPHO, a balanced formula of Phosphoric acid, Sodium Dichromate, Surfactants, and Extenders.

3. Clean using methods recommended in writing by paint manufacturer.

3.3 APPLICATION

A. Apply paints according to 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.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. Apply paints as follows:

1. Primer – 1 coat
2. Finish – 2 coats

D. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

E. 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 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

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 Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

SECTION 105300
CANOPIES

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. This Section includes the following:

1. Furnishing and installation of extruded aluminum overhead hanger rod style canopies.

B. Related Sections include the following:

1. Division 07 Section Roof Specialties for Flashing and Joint Sealants in flashing canopy to building wall.

1.3 PERFORMANCE REQUIREMENTS

A. General: Design, fabricate, and install canopies to withstand loads from gravity, wind, ponding, and structural movement, including thermally induced movement; and to resist, without failure, other conditions of in-service use, including exposure to weather.

B. Structural Performance: Provide awnings capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Wind Loads: as required for area

C. Thermal Movements: Provide canopies that allow for thermal movements resulting from the maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1.4 SUBMITTALS

A. Product Data: Include styles, material descriptions, construction details, fabrication details, dimensions of individual components and profiles, hardware, fittings, mounting accessories, features and finishes.

B. Shop Drawings: Show location and extent of canopies. Include elevations, sections, and details not shown in Product Data. Show materials, fabrication, dimensions, mounting heights, connections, anchorages, installation details, attachments to other work, operational clearances, and relationship to adjoining work.

1. Show locations for blocking, reinforcement, and supplementary structural support to be provided by others.

2. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Calculate requirements for supporting canopies. Verify capacity of members and connections to support loads and verify loads, point

reactions, and locations for attachment of awnings to structure with those indicated on Drawings.

C. Canopy Schedule: See drawings

D. Product Certificates: For each type of canopy material, signed by product manufacturer.

E. Qualification Data: For manufacturer and installer.

F. Research/Evaluation Reports: For anchors and fasteners.

G. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Fabricator of canopies.

B. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1. Fabricator's responsibilities include installing canopies to manufacturer’s requirements.

C. Source Limitations: Obtain canopies through one source from a single source.

D. PROJECT CONDITIONS

E. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of canopies in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.

F. Field Measurements: Where canopy installation is indicated to fit to other work, verify dimensions of other work by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for fenestration operation throughout the entire operating range. Notify Architect of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.6 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer and fabricator agree to repair or replace components of awnings that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including framework.

b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Awning Warranty Period: Manufacturer’s standard

PART 2 - PRODUCTS

A. Basis-of-Design Product: Subject to compliance with requirements, provide canopies by Mapes Industries, Inc., Lincoln, Nebraska. Or Architect approved equal.

B. Canopy type shall be 'Super Lumideck', decking and fascia to be extruded aluminum, alloy 6063-T6, with 2 ¾" extruded .078" decking.

C. All hanger rods, fasteners, trims, etc. shall match canopy.

D. Fascia style shall be 8" extruded 'J' style, minimum .125" aluminum.

E. Canopy is shipped with the materials pre-cut to size for field assembly.

F. All connections shall be mechanically assembled utilizing 3/16 fasteners with a minimum shear stress of 350 lb. Pre-welded or factory-welded connections are not acceptable.

G. Decking shall be designed with interlocking extruded aluminum members with mechanical fasteners field applied to provide structural integrity for the completed assembly.

H. Finish color to be selected from manufacturers full range of colors, finish shall be two coat Kynar finish.

I. Provide concealed, front drainage through integral fascia through spouts at front corners

PART 3 – EXECUTION

A. General: Install canopies at locations and in position indicated, securely connected to support, free of rack, and in proper relation to adjacent construction. Use mounting methods of types described and in compliance with Shop Drawings and fabricator's written instructions.

B. Anchoring to In-Place Construction: Use anchors, fasteners, fittings, hardware, and installation accessories where necessary for securing awnings to structural support and for properly transferring load to in-place construction.

C. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with dissimilar metals with a heavy coat of bituminous paint.

D. Coordinate canopy installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed exterior wall and roof assemblies.

E. Delete paragraph below if awnings are fixed or manually operated only.

F. Clean canopy surfaces after installation, according to manufacturer's written instructions.

G. Replace damaged canopies that cannot be repaired, in a manner approved by Architect, before time of Substantial Completion.

END OF SECTION 105300

SECTION 107000
ROLL-UP SECURITY SHUTTERS

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. This Section includes rolling shutters designed for standard cycle usage, with 25,000 cycle life spring and bearing assemblies.

1. Aluminum rolling shutter.

1.3 SUBMITTALS

A. Product Data: For each component that is included in the shutter assembly including the operator.

B. Shop Drawings: For each product indicated, include the following:

1. Plan, Elevation, Section and details at head jamb and sill.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in original packaging and out of the weather until installation.

1.5 WARRANTY

A. 2 years from date of installation to include curtain, bottom bar, barrel, guides, lock, hood, and motor operator assembly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: Alumatec Pacific Products, Model S-2 (Solid Shutter Roll-Up)

B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Paylon Industrial Roll Up Doors.
2. Roll-A-Shield.

2.2 MATERIALS

A. Curtain:
1. Horizontal extruded aluminum interlocking solid slats, from .060 gauge aluminum.
2. Standard finish to be commercial clear Satin anodized.
3. Extruded interlocking hinge system every 3½” on vertical centers. Curtains interlocking slats married by #10 SMS with USS fender washer at each end of slat. (Wind lock USS washers standard on every 6th slat for exterior applications)..

B. Bottom Bar:
   1. Rectangular shape extruded from 6063-alloy aluminum, attached to the bottom of the curtain.

C. Barrel:
   1. Steel tubing or pipe, 6” minimum diameter, to contain counterbalance assembly and support the curtain with a maximum deflection of 0.03 per ft. of width. Counterbalance assembly consists of coil tempered helical torsion spring(s) mounted on a cold rolled steel shaft, rotating though a sealed bearing. Welding is not to be used to attach plug to barrel at spring end. Spring tensions adjustable by a tension wheel outside of bracket.

D. Brackets:
   1. Steel plates, 3/16” minimum thickness, bolted to guides, to support barrel. Bracket on operator side is fitted with a flange or sealed roller bearing. Guides are rectangular shapes extruded from 6063-alloy aluminum, formed to retain curtain and fitted with wool pile strips. Guides are attached to jambs with 1/4” minimum bolts spaced not more than 24” on center. Removable and adjustable curtain stops are provided on guides at pre-determined stop height.

E. Motor Operator:
   1. LiftMaster MGJ Medium Duty Gear-Reduced Jackshaft Operator
   2. Operator speed - 8-9 inches per second
   3. Rated Duty Cycle - 12 cycles per hour
   4. External Monitored Entrapment Protection Device

F. Locking:
   1. Cylinder lock on the bottom bar activated by key from the outside and center thumb turn from inside.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Doors are to be installed in accordance with manufacturer installation instructions and by manufacturer authorized, and certified installer.

END OF SECTION 107000

Addendum No. 1

To: City of Mobile Bidding Website (and potential Bidders)

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Mobile Alabama Cruise Terminal
Fixed Walkway Repairs
Project #CT-060-23

Date: February 27, 2026

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated February 18, 2026. 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 Bid to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Agenda ***with no Modifications*** and Attendance Roster dated February 26, 2026, are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions. ***(no modifications noted)***

Item 2. You will **not** be required to have TWIC cards for employees while on site as the cruise ships will not be present during the construction period.

Item 3. The structural steel beam and bracing located under the entrance of the fixed gangway is included as indicated on the drawings.

Item 4. The HVAC Bard units are not to be included as they have been replaced with a previous project are to be protected during all repairs/cleaning with all other electrical components as stipulated in the drawings and project manual.

Item 5. The electrical panel has sufficient openings for the added breakers for the project.

Item 6. Contractor to confirm all roll-up doors meet local hurricane requirements as approved by the consultant.

Item7. Contractor to dispose of runoff from operations by legal means and in a manner that prevents runoff from entering the storm drainage system and surface runoff from entering in the Mobile River as stipulated in the project manual.

Drawings: N/A

RFI's: N/A

ATTACHMENTS
Pre-Bid Meeting Agenda, with no Modifications
Attendance Roster

END OF ADDENDUM NO. 1

CITY OF MOBILE, ALABAMA CRUISE TERMINAL
Fixed Gangway Repairs
Project # CT-060-23

MANDATORY PRE-BID CONFERENCE
9:00 am February 26, 2026
201 South Water Street, Mobile, Alabama

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Please check this website for all Addenda prior to submitting your bids. Acknowledge all Addenda on your bid form.

3. Introductions - Owner Contacts, Project Manager, Facility Manager, Consultants.

4. Discussion of Scope of Work.
    a. The project includes a Base Bid and one (1) alternate:

        Base Bid: Cleaning the existing precast concrete double tee's per the plans and specifications attached to the project manual.
        Cleaning the existing metal roof panels and metal wall panels per the plans and specifications attached to the project manual.
        Refinishing the existing steel stairs and supports per the plans and specifications attached to the project manual.
        Repairing the concrete floor noted in the fixed gangway per the plans and specifications attached to the project manual.
        Remove existing metal flashing and install new metal/membrane roof-to-wall flashing per the plans and specifications attached to the project manual.
        Remove existing pair of doors at entrance of fixed gangway and install new motorized aluminum shutter door per the plans and specifications attached to the project manual.
        Remove existing aluminum storefront including pair of doors at door locations numbers 1 and 2 and install new motorized aluminum coiling doors, and prefinished aluminum awnings per the plans and specifications attached to the project manual.

        Alternate #1: Remove existing aluminum storefront including pair of doors at door locations numbers 3 and 4 and install new motorized aluminum coiling doors and prefinished aluminum awnings per the plans and specifications attached to the project manual.

    b. There is a $15,000.00 contingency

    c. If this schedule does not allow enough time to complete work and/or deliver materials, please advise the Project Manager by RFI prior to bidding.

5. Phasing of the Work

A. Contractor use of premises is as follows:

a. Contractor shall have access to the Cruise Terminal through the dock gate during usual operating hours (typically 7:30-5:00 Monday thru Friday). Additional times may be scheduled with prior approval. Access will be coordinated with the facility manager.
b. Contractor may utilize assigned existing toilet facilities, as long as they are kept clean.
c. Contractor may utilize, without cost, the water and electrical service of the facility in moderate amounts.
d. Remove waste and surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use dumpsters on site.
e. This facility is on a waterway. 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 undesireable effects.
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
    iii. Obtain any necessary permits that may be required due to discharges.
f. Receipt of bids is Wednesday, March 11, 2026, as outlined in the Project Manual.
g. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to the City of Mobile Project Manager, copy the Consultant at the same time.
h. Cut off time for submission of RFIs is 5 calendar days before the bid opening date at 12:00 PM.
i. Cut off time for approval of product substitutions is 7 calendar days before the bid opening date at 12:00 pm.
j. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail.
k. Direct all RFI’s and inquiries to the City of Mobile Project Manager and Consultant on the same email.

6. Special Instructions or conditions.

    a. Equal Opportunity:

        i. 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.
        ii. 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.
        iii. **The 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.
        iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
        v. Contractors should contact the City of Mobile Small Business Development Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

    b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

7. Bidding instructions, forms, special requirements and time.
    a. Bid Form-use a copy of the bid form. Bids shall be submitted only on the bid form.
    b. Contingency Allowance shall be utilized only after advance written approval by the Owner. There is a $15,000.00 Contingency Allowance.
    c. Work shall be completed within 70 calendar days from Notice to Proceed.
    d. Due to the cruising schedule, this project is limited on additional time and must be completed as soon as possible to allow preparation for the terminal prior to the next cruising season in the fall.

8. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. A valid W-9 Tax form and Vendor Information Form must be on file with the City of Mobile.
    c. 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 the construction contract. (see Project Manual)
    d. Performance Bond and Labor & Material Payment Bond are required.
    e. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual).

9. Payment requirements.

   a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
   b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
   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 details on payment procedures.

10. City of Mobile Project Manager:
    - Jody Russell
    - Office: 251-208-1083 or
    - Cell: 251-605-4921
    - Jody.russell@cityofmobile.gov

11. Watermark Design Group, LLC
    - Nicholas Gray
    - Office: 251-344-5515
    - ngray@watermarkarch.com

12. Walk of Site

13. Adjourn

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Mandatory Pre-Bid Meeting	Mobile Alabama Cruise Terminal - Fixed Gangway Repairs CT-060-23	201 S Water Street Mobile, AL 36602	Thursday , February 26, 2026

NAME	ORGANIZATION	PHONE	CELL PHONE	E-MAIL
Jody Russell	City of Mobile	251-208-1083	251-605-4921	jody.russell@cityofmobile.org
Sheila Gurganus	City of Mobile/CT	251-208-1060		sgurganus@cityofmobile.org
Steve Scarcliff	City of Mobile/CT	251-208-1062		steve.scarcliff@cityofmobile.org
Steve King	City of Mobile/CT	251-208-1063		stephen.king@cityofmobile.org
Nic Gray	Watermark	251-344-5515		ngray@watermarkarch.com
Christina LeBlanc	Harris Contracting Services	407 880 4411		Christina@HarrisContractingServices.com
Josh Dindo	Bienville Construction	251-721-1128		Josh Dindo josh@bienvillecs.com
Layton Bostick	WDG/TE	251.554.6049		lbostick@thompsonengineering.com
Yilang Wang	WDG/TE	314.541.8871		ywang@watermarkarch.com
Russ Ansley	45 Construction	251 329 4838		russ@4-scs.com
Bradley Deal	Thomas Construction	334-369-8064		bradley@thomasconst.com
Steve Clark	COM	251-358-4388		Steve.Clark@cityofmobile.gov
Stephen Nelson	COM			

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CRUISE-ROLL UP DOORS/ GANGWAY

CAPITAL PROJECT #: CO770 (20002000-48010)

CONTRACT AMOUNT: $$234,255.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-060-23

PROJECT DESCRIPTION: Mobile Cruise Terminal Fixed Gangway Repairs

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

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 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: Dru Bishop **Date:** 03/24/2026

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Amendment to Resolution 50-1111 which Authorized Tax Exemption Certificate for Mobile River Bridge & Bayway Project

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Amending Prior Resolution Authorizing Tax Exempt. Cert. for Bayway Project (City of Mobile) (004)(66571643.1)

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION NO. _____ 2026

A RESOLUTION TO AMEND RESOLUTION 50-1111 WHICH AUTHORIZED THE ISSUANCE OF A MUNICIPAL SALES AND USE TAX EXEMPTION CERTIFICATE FOR THE MOBILE RIVER BRIDGE & BAYWAY PROJECT (Ala. Code § 23-2-153(e))

WHEREAS, the Alabama Department of Transportation (ALDOT) intends to design, construct, and maintain a new I-10 Mobile River Bridge and replacement Bayway, together with related interchange improvements (the "Project");

WHEREAS, the Project has been designated by ALDOT as a qualified toll project under Alabama law, thereby making it eligible for local sales and use tax exemptions provided in Alabama Code § 23-2-153(e);

WHEREAS, § 23-2-153(e) authorizes exemption from local sales and use taxes on incorporated materials for qualified toll projects when approved by resolution, and § 23-2-153(h)(1) makes such use subject to the reporting and penalty provisions of § 40-9-14.1;

WHEREAS, the City Council recognizes that advance authorization of a municipal exemption certificate will facilitate timely mobilization of contractors and suppliers once a design-build contract is awarded;

WHEREAS, it is the intent of the City to limit such exemption strictly to tangible personal property that becomes a permanent part of the Project, while ensuring full compliance with all applicable reporting, record-keeping, and audit requirements;

WHEREAS, the City Council previously enacted Resolution 50-1111 to provide for the exemption of local sales and use taxes on materials incorporated into the Project;

WHEREAS, it has been determined that the effective date in Resolution 50-1111 needs to be changed and a duration period for the exemption needs to be included as mandated by § 40-23-4.01(a);

WHEREAS, the City Council of the City of Mobile, Alabama, now seeks to amend and fully restate Resolution 50-1111 to ensure compliance with all statutory requirements, including § 40-23-4.01(a), and to further clarify the terms of the sales and use tax exemption for the Project, as follows:

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY OF MOBILE that Resolution 50-1111 shall be amended and restated in its entirety to read as follows:

1. Approval. The Alabama Department of Revenue (ALDOR) is authorized to issue a municipal sales and use tax exemption certificate for the Project pursuant to § 23-2-153(e).

2. Use & Conditions. The certificate may be used only for the purchase of tangible personal property that becomes a permanent part of the Project, by the design-builder/concessionaire and contractors or subcontractors designated by the Revenue Director. Issuance and use are conditioned upon:

a. an ALDOR project exemption certificate being on file;

b. full compliance with § 40-9-14.1 reporting and record-keeping requirements; and

c. vendor invoices referencing both the municipal certificate number and jobsite.

The Revenue Director may update the authorized users and may suspend or revoke the certificate for misuse or noncompliance.

3. Limits & Term. This does not exempt any taxes or fees excluded by law, including those listed in § 23-2-153(b), nor shall it exempt business license, permit, or inspection fees, or state income taxes. The exemption applies only to City of Mobile sales and use taxes within the City's taxing jurisdiction.

4. Compliance with § 40-23-4.01(a)(2). In accordance with § 40-23-4.01(a)(2):

a. The effective date of the exemption contemplated in this Resolution shall be September 1, 2026.

b. The duration of the exemption will be ten (10) fiscal years.

5. Notice to Alabama Department of Revenue. The City Clerk shall provide notice of this Resolution to the Alabama Department of Revenue no later than July 1, 2026, as required by § 40-23-4.01(a)(3).

Adopted: _____

_____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: March 31, 2026

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 01-Friends of Municipal Park Agreement_2026
2. Resolution for Friends of Muncipal Park Agreement 2026

REVIEWERS:

Tiereney Leverette
Lana Pafenbach

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF MOBILE AND MOBILE PARKS AND RECREATION DEPARTMENT
AND
FRIENDS OF MUNICIPAL PARK

This Cooperative Endeavor Agreement ("Agreement") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between: CITY OF MOBILE, ALABAMA ("City"), a municipal corporation organized under the laws of the State of Alabama, acting by and through its Mayor and City Council; and Friends of Municipal Park ("Friends"), an Alabama non-profit corporation with its principal office at 1 Oakway Drive, Mobile, AL 36608.

WHEREAS, The City is the owner of the real property, buildings and improvements known as the Langan Municipal Park (collectively the "FACILITY"); AND

WHEREAS, the City desires to engage the Friends to manage, maintain, repair and renovate the Facility accept such engagement on the terms and conditions set forth herein; and

WHEREAS, the City finds and concludes that this Agreement in all respects serves a legitimate public purpose and further the general public welfare; and

WHEREAS Parks and Recreation Department ("Parks") a Department of CITY, has agreed to work in cooperation with FRIENDS to determine necessary repairs and renovations to include bathrooms, concession stands, athletic fields, light fixtures, fields, and batting cages to provide recreational opportunities for the residents of Mobile (hereinafter "Project"), PARKS and FRIENDS covenants and agrees as follows:

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. ***DEFINITIONS***

MAINTENANCE: Routine actions performed to keep assets in good operating condition to prevent damage and avoid equipment failure or downtime. Acts intended to prolong the life of the equipment or fixture. Work performed to preserve the functionality, performance, and safety over a machine or fixture's lifespan. Includes, but not limited to, regularly scheduled inspections to detect signs of deterioration and equipment failure, regularly cleaning, painting, performing safety inspections, replacing asset components and the installation of things such as new lighting.

REPAIR: Restoration work when equipment or fixtures are broken, damaged or stops working. Actions taken to restore the proper functionality of an asset. Returning something broken back to optimal working condition.

SERVICES: MAINTENANCE: Routine actions performed to keep assets in good operating condition to prevent damage and avoid equipment failure or downtime. Acts intended to prolong the life of the equipment or fixture. Work performed to preserve the functionality, performance, and safety over a machine or fixture's lifespan. Includes, but not limited to, regularly scheduled inspections to detect signs of deterioration and equipment failure, regularly cleaning, painting, performing safety inspections, replacing asset components and the installation of things such as new lighting.

REPAIR: Restoration work when equipment or fixtures are broken, damaged or stops working. Actions taken to restore the proper functionality of an asset. Returning something broken back to optimal working condition.
Services

II. STANDARD OF CARE

FRIENDS hereby represents and warrants that it has the requisite skills and expertise necessary to perform the Services. Accordingly, FRIENDS shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which FRIENDS is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. FRIENDS acknowledges and agrees that, at CITY's, or PARK's option, FRIENDS shall be obligated to re-perform, at no additional cost to CITY, any or all the Services that fail to satisfy the foregoing standard of care.

III. TERM

This Agreement shall commence on the Effective date and shall continue for a period not to exceed two years. It is understood and acknowledged by FRIENDS that the Services described above are expected to be completed within this time period. All funds not used by FRIENDS to complete the FACILITY improvements shall be returned to CITY upon termination of this Agreement, regardless of whether terminated by cause or convenience.

IV. PAYMENT

Until this Agreement expires or is earlier terminated, FRIENDS shall receive payment from the City a one time payment of **TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 ($250,000.00),** payable for the period from the execution of this Agreement. Said funds shall will be

disbursed in a single payment which shall result from a written request to be delivered to the City's Accounting Department. At the termination of the contract, all sums not used for said project shall be returned to the City. Additionally, FRIENDS agrees to submit quarterly activity reports and financial statements. Failure to provide said reports and statements may initiate the clawback provision of this agreement.

FRIENDS agrees that it shall be responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City, and that the monies received from the City under this Agreement shall be used only for the purpose of the management, maintenance, and repair of the Facility.

V. SERVICES TO BE PERFORMED BY FRIENDS

FRIENDS shall perform each of the services as set forth in this Article (collectively, the "Services"):

A. FRIENDS committed to constructing a Board which was to have at least one executive member representative from each, the Baseball Association, and the Football Association, to serve on the Board for every term. FRIENDS now covenants to provide a copy of the Baseball/Football Board's current mission statement, constitution, bylaws, and Standard Operating Procedures to PARKS, and to provide any future amendments to same, to PARKS, within seven (07) days.

B. Within thirty(30) days of the execution of this Agreement, provide documentation to verify completed PARKS approved background screenings on all Municipal Park (hereinafter "FACILITY") volunteers, employees or temporary help including, but not limited to, Board members, coaches, assistant coaches, staff, members of FRIENDS, its employees or full-time or temporary assistants (collectively "associates") in any capacity that are associated with the Project or maintenance of FACILITY. Any current FRIENDS associates without said screening shall submit to said screening, and the results provided to PARKS within thirty (30) days. No future associate shall be accepted by FRIENDS until a background screening is complete and results provided to PARKS.

C. Notify PARKS immediately in the event of an incident, or injury, which has resulted in the response of first responders to FACILITY, any incident, or injury, which has resulted in medical attention to anyone at FACILITY, any occurrence of a possible hazard or dangerous condition at FACILITY. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.

D. Ensure that all funds donated or collected by FRIENDS must be used for the benefit or use at FACILITY exclusively. Activity reports for all funds received by FRIENDS, whether

from the City, or through donations, shall be submitted to PARKS quarterly along with financial statements upon request from PARKS but not less than quarterly. Annual disbursements to FRIENDS are dependent upon PARKS receipt of said reports and financial statements.

E. FRIENDS is granted the authority to charge for the usage of the facility year-round and shall ensure that determination of said costs shall be in agreement with PARKS and shall maintain an accounting of all generated funds. Maintain the "up-keep" of FACILITY, including but not limited to maintaining the grounds, playing fields, seating, restrooms, concession stands, field preparation prior to games, scoreboards upkeep, fences, bleachers, cutting or replacing grass and overall cleanliness of the Park including restrooms and parking areas;

F. Make all minor repairs not specifically dedicated as the responsibility of PARKS;

G. Maintain and/or require any necessary insurance for any CITY supported events taking place on the premises of FACILITY;

H. Act in the capacity of Liaison between the Boards for Baseball and Football activities at FACILITY;

I. Establish a system of scheduling games, tournaments, or events in coordination with PARKS;

J. Establish a system for raising revenue to continue to provide and expand upon Services;

K. Purchase consumables for the proper care and administration of the fields, such as chalk, sand, paint, and supplies for any concession stand;

L. Employ/hire any necessary laborers for the management of field care, concession stand food sales and maintenance and minor repair of said fields, buildings and FACILITY structures including, but not limited to scoreboards, fences and seating of any type or kind;

M. Coordinate with the CITY Architectural and Engineering Department ("A&E") for the application and obtaining of any required permits or licenses for anything necessary to facilitate the project. Each portion of the project must have written verification from A&E as to whether a permit is required before the expenditure of funds;

N. Purchase and maintain any electronic communications or broadcasting equipment;

O. Submit any plans for the project, or portions thereof, to A&E for review, approval, and verification as to Competitive Bid Law Compliance. The complete plan for FACILITY

renovations and improvements are to be submitted to A&E within ninety (90) days of execution of this Agreement;

P. Provide any copies of any drawings, warranties, and other documentation relevant to the care and maintenance of FACILITY to CITY and PARKS to maintain;

Q. Cooperate with PARKS in providing services to CITY as needed;

R. In addition to reporting requirements listed above, submit a quarterly report to CITY to include expenditures, revenue produced, accomplishments and status of programs to produce and increase revenue and documentation on how said revenue was used to support the project.

S. Within ninety (90) days of the execution of this Agreement, submit to CITY a long-term plan for the PROJECT, to include ground repairs and beautification, field maintenance, American with Disabilities Act compliance, concession stand improvements and football/baseball field conversion;

T. FRIENDS commitment to PARKS for a long-term plan for the project requires FRIENDS to act in a consultant capacity. FRIENDS shall work as a Consultant to PARKS and submit all recommended plans and a scope of work for all portions of the PROJECT recommended by FRIENDS. No funds may be disbursed for purchases or contracts with any engineer, contractor, other consultant, or entity for the purpose of construction, renovations or repairs beyond those minor repairs and maintenance designated as services of FRIENDS unless FRIENDS has previously submitted project plans to A&E, and have received confirmation from A&E of Competitive Bid Law and Public Works Law compliance and that an intended portion of the project is not the sole responsibility of PARKS and/or the City.

U. Records and Audits. FRIENDS shall keep full and accurate accounting records relating to its activities at the FACILITY, including bank statements, and shall provide to CITY quarterly financial statements. FRIENDS shall give the City's authorized representatives access to such books and records maintained at the Facilities during reasonable business hours and upon reasonable advance notice and, upon the request of the City, shall deliver copies of all bank statements and other documents and reports reasonably requested by the City. FRIENDS shall keep and preserve for at least seven years following each Fiscal Year all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of revenues and Operating Expenses for such period. Additionally, FRIENDS shall deliver to the City annual financial statements within thirty (30) days after the close of each Fiscal Year prepared in accordance with generally accepted accounting principles. The City shall have the right to conduct an audit of any annual report delivered in connection with this Section and/or any quarterly report delivered

hereunder.

VI. SERVICES TO BE PERFORMED BY PARKS AND/OR CITY

PARKS shall perform each of the following services as set forth in the Article:

A. Provide for necessary repairs of any PARKS infrastructure;

B. Provide for the maintenance of all PARKS utilities;

C. Review any plans submitted by FRIENDS in a timely manner;

D. Provide administration of the Agreement through the Parks and Recreation Department of the City of Mobile;

E. Promptly communicate with the City Architectural and Engineering Department to review the FRIENDS long-term PROJECT plan for procurement law compliance.

F. Draft contracts for any Project plan requiring the services of contractors, architects, engineers, or consultants.

G. CITY shall, through A&E, review FRIENDS' long-term project and promptly inform FRIENDS as to any Competitive Bid Law or Public Works law compliance issues

VII. CLAWBACK PROVISION

FRIENDS acknowledges that any failure on its part to obtain or maintain CITY approval of Project plans shall be deemed a material breach of this Agreement and may expose City to risks and potentially cause City to incur costs not contemplated by this Agreement, the extent of which will be extremely difficult to ascertain. Accordingly, failure by FRIENDS to submit a Project plan and/or to enter contracts or incur expenses without the express approval of the CITY or submit quarterly activity reports in a form acceptable to PARKS, may result in the demand of the return of the balance of all remaining funds provided to FRIENDS from CITY in this Agreement. The parties agree that such sum represents fair and reasonable compensation for the additional risk/costs that City will incur by reason of FRIENDS' breach of the covenant(s) of this Agreement.

Such decrease in contract sum due FRIENDS shall in no event constitute a waiver of FRIENDS' Default or Breach with respect to the failure to maintain the Project, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve FRIENDS of its obligation to maintain other services, such as the insurance (FRIENDS own policy and the CITY policy) specified in this Agreement. FRIENDS failure to obtain and continuously maintain policies of insurance in accordance with this Agreement shall not limit, prevent, preclude, excuse, or modify any liability,

claims, demands, or other obligations of FRIENDS arising from performance or non-performance of this Agreement. The right of the City to recapture/clawback any sums from FRIENDS shall survive the termination of this Agreement.

VIII. SUBCONTRACTS

FRIENDS shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. FRIENDS' failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

IX. INDEMNIFICATION

Duty to Indemnify City Against Loss. To the fullest extent permitted by law, FRIENDS shall protect, defend, indemnify and hold harmless City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of the Services by FRIENDS or any subcontractor or (b) any act outside the scope of the Services by FRIENDS or any subcontractor. FRIENDS' obligation to indemnify City shall extend to the following, provided that such claims arise out of or relate to the performance of the Services by FRIENDS: (i) personal injury claims, (ii) property damage or loss claims, (iii) fines or sanctions resulting from violations of any law, statute, ordinance, rule, regulation or intellectual property rights by FRIENDS and (iv) liens, claims or actions made by FRIENDS, any subcontractor or any employees thereof under workers compensation acts, disability benefits acts, other employee benefit acts or any statutory bar. In case the City shall, without fault on its part, be made a party to any litigation commenced by or against the FRIENDS, the FRIENDS shall protect and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by the City in connection with such litigation.

X. INDEPENDENT CONTRACTOR STATUS

FRIENDS shall not be deemed an employee, servant, agent, partner, or joint venturer of CITY. Rather, FRIENDS herein expressly acknowledges and agrees that it is providing services exclusively as an independent entity to CITY. As such, FRIENDS agrees that it shall not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of CITY. Further, FRIENDS acknowledges and agrees that, as an independent entity, neither FRIENDS nor any of its employees shall be entitled to receive any benefits that employees of CITY are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to CITY under this Agreement.

XI. NO PARTNERSHIP OR JOINT VENTURE

Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the Board.

XII. TERMINATION

Termination for Cause. CITY and FRIENDS shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefor. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

XIII. TERMINATION FOR CONVENIENCE

CITY and FRIENDS shall each have the right to terminate this Agreement without cause by giving the other party written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event CITY elects to terminate for convenience, CITY shall be obligated to pay FRIENDS only for those Services performed up to and through the date of termination.

XIV. SURVIVAL OF CERTAIN PROVISIONS

All representations and warranties and all responsibilities regarding record retention, access and ownership, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

FRIENDS agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of FRIENDS, the CITY may, at its option, terminate and cancel this Agreement.

XV. INSURANCE

Insurance. For the term of this Agreement, FRIENDS 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

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, 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:

   Limit of Liability: $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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

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

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

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

Certificates of Insurance - General - Within two (2) 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. FRIENDs shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence FRIEND'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.

XVI. NOTICES

Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

If to CITY:
Parks and Recreation, Director
48 North Sage Avenue
Mobile, AL 36607

If to FRIENDS:
Friends of Municipal Park
c/o Northwest Registered Agent Service 1
212 W. Troy St. Suite B
Dothan, AL 36303

Copy to:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633

Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of City and FRIENDS.

XVII. NO ASSIGNMENT WITHOUT CONSENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

XVIII. CONFLICT OF INTEREST

FRIENDS agrees to decline any offer of work, whether as an independent or employee, if such work would (a) affect FRIENDS' independent professional judgment with respect to its performance of the Services or (b) in any way interfere with FRIENDS' ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with FRIENDS. However, FRIENDS shall be obligated to notify CITY and provide full disclosure as to any possible adverse effects of such work as it relates to FRIENDS' independent professional judgment or the discharge of any of its obligation, under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with CITY.

XIX. RETENTION, ACCESS, AND OWNERSHIP OF RECORDS

Retention. FRIENDS agrees to keep all such business records related to, or arising out of, this Agreement as would be kept by a reasonably prudent practitioner of FRIENDS' profession for a period of six (6) years after the termination of this Agreement. All accounting records shall be maintained in accordance with generally accepted principles and practices.

Right to Audit. Access. At any time during normal business hours. upon receipt of reasonable notice and as often as CITY may deem necessary. FRIENDS shall make all data, records, reports, and all other materials relating to this Agreement available to CITY for examination and copying. In addition, FRIENDS shall permit CITY to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records, and other data necessary to enable CITY to verify the accuracy of FRIENDS' invoices for payment for the performance of the Services.

Ownership. All data collected and all products of work prepared, created, or modified by FRIENDS in the performance of its obligations under this Agreement, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code. documents, records, disks, original drawings, or other such material, regardless of form and

whether finished or unfinished, (collectively, "Work Product") shall become the exclusive property of CITY, and no reproduction of any portions of such Work Product may be made in any form without the express written consent of CITY. City shall have all rights, title, and interest in such Work Product, including, without limitation, the right to secure and maintain the copyright, trademark and/or patent of Work Product in the name of CITY. All such Work Product may be used and distributed for any purpose deemed appropriate by CITY without the consent of and for no additional consideration owing to FRIENDS.

XX. OPPORTUNITY TO CONSULT WITH COUNSEL

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

XXI. WARRANTIES

FRIENDS represents and warrants that:

A. The execution of this Agreement by FRIENDS duly authorized representative shall be deemed a sworn statement by FRIENDS of its compliance with this representation and warranty;

B. FRIENDS, thorough its duly authorized representative, has the full power and authority to enter into and execute this Agreement, and, as such, this Agreement is legally binding upon and enforceable against FRIENDS in accordance with its terms;

C. FRIENDS is not under any obligation to any party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit, or impair in any way its performance of any obligations hereunder;

D. FRIENDS has the requisite expertise, qualifications, staff, materials, and equipment in place and available to enable it to fully perform the Services and FRIENDS, along with its employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;

E. As of the Effective Date of this Agreement, FRIENDS has no knowledge of any undisclosed fact that could materially adversely affect its condition (financially or otherwise), business operations or its ability to fulfill its obligations under this Agreement;

F. FRIENDS is not in breach of any federal, state, or local statute or regulation applicable to FRIENDS or its operations;

G. FRIENDS' work shall be accurate and free from any material errors. FRIEND's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the CITY or PARKS, nor shall FRIENDS be released from liability by reason of such approval by the CITY or PARKS, it being understood that CITY and PARKS at all times, is ultimately relying on FRIENDS' skill and knowledge in performing the Services.

H. FRIENDS is bonded if required by law and fully and adequately insured for the injury of its employees and any others incurring loss or injury as a result of the actions of FRIENDS or its employees or sub-contractors in the performance of its obligations under this Agreement; For the term of this Agreement, FRIENDS, at FRIENDS expense, shall acquire and maintain in full force and effect liability and comprehensive insurance as further described in Article IX below.

I. FRIENDS has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily or its own volition.

J. FRIENDS warrants to fully understand the Competitive Bid Law and the Public Works Law and shall provide all necessary plans and modifications to A&E to ensure strict compliance.

XXII. MISCELLANEOUS

A. **Compliance with Laws:** FRIENDS hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

B. **Nonwaiver.** The failure of CITY to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, CITY'S right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

C. ***Non-Discrimination:*** FRIENDS agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

D. **Anti Boycott**: FRIENDS 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.

E. **Severability**. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

F. ***Governing Law***. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be Mobile County, Alabama and FRIENDS expressly waives any pleas of jurisdiction.

G. **Rules of Construction.** The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against CITY or FRIENDS on the basis of which party drafted the uncertain or ambiguous language. On the contrary, all parties have reviewed this Agreement, shall be construed, and interpreted according to the ordinary meaning of the words used to fairly accomplish the purposes and intentions of all parties hereto.

H. **Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

I. ***No Third-Party Beneficiaries***. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

J. **Time is of the Essence.** CITY and FRIENDS each acknowledge and agree that time is of the essence in the performance of this Agreement.

K. **Non-Exclusive**. This Agreement shall be non-exclusive. Accordingly, FRIENDS shall be free to provide services to other clients, and CITY shall be free to engage the services of other entities for the provision of some or all the Services set forth in this Agreement.

L. **Prohibition Against Financial Interest in Agreement.** No elected official or employee of CITY shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of CITY shall be deemed to be a financial interest of such elected official or employee of CITY. Any willful violation of this provision, with the expressed or implied knowledge of FREINDS, shall render this Agreement voidable by CITY and shall entitle CITY to recover, in addition to any other rights and remedies available to CITY, all monies paid by City to FRIENDS pursuant to this Agreement without regard to FRIENDS' satisfactory performance of such Services.

M. ***Remedies Cumulative.*** No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to any party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

N. **Complete Agreement.** 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 stipulations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

IN WITNESS WHEREOF, the parties hereunto set our hands and seals on the day and year first written.

FRIENDS OF MUNICIPAL PARK

By:_____

Its: PRESIDENT [Title]

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Stacy Prine the undersigned Notary Public, in and for said County in said State, hereby certify that Clifford L Kennedy III whose name as President [Title] of FRIENDS OF MUNICIPAL PARK, a non-profit corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 2 day of March, 2026

STACY PRINE
My Commission Expires
July 15, 2028

Stacy Prine
Notary Public
State of Alabama At-Large
My Commission Expires: July 15, 2028

CITY OF MOBILE, A Municipal Corporation

BY:_____
Spiro N. Cheriogotis, Mayor

ATTEST:

By:_____
Its City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/05/2026

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 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: Amy Smith	
Portal Insurance 951 Government St Suite B Mobile AL 36604-2443	PHONE (A/C, No, Ext): 251-264-3232	FAX (A/C, No): 251-264-3222
	E-MAIL ADDRESS: amy@portalinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Friends Of Municipal Park 1 Oakway Dr Mobile AL 36608-1802	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 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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3AA881793	03/25/2025	03/25/2026	EACH OCCURRENCE	$ $1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $100,000
							MED EXP (Any one person)	$ $5,000
							PERSONAL & ADV INJURY	$ $1,000,000
							GENERAL AGGREGATE	$ $2,000,000
							PRODUCTS - COMP/OP AGG	$ Incldued
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Mobile is included as an Additional Insured in respect to all policies (Except Workers compensation and Professional Liability when applicable) which coverage shall be primary and noncontributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Parks & Recreation Director
48 North Sage Avenue
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

Amy Smith

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2026

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis and Councilmember Gregory

WHEREAS, the City Council of the City of Mobile wishes to appropriate the already budgeted amount of $250,000 to Friends of Municipal Park from District 7 allocated CIP funds; and

WHEREAS, Friends of Municipal Park is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Mobile City Council determines that this appropriation to Friends of Municipal Park will be used to enhance Langan (Municipal) Park in accordance with the attached Agreement between the parties for the same, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Mobile City Council hereby finds and determines that an appropriation of $250,000.00 to Friends of Municipal Park for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of the same, and further authorizes the execution by the Mayor and attestation by the City Clerk of the attached Agreement with said Friends of Municipal Park for the amount and to perform the work as set forth therein; and the City Council further authorizes the Mayor or his designee to take all such other actions as are necessary to effectuate such Agreement.

Adopted.

_____

City Clerk