AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 7, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Len Chilton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   March 24 and 31, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Diane Roberts for a waiver of the Noise Ordinance at 1906 Springhill

Avenue on May 2, 2026, from 7:00 p.m. - 11:00 p.m. (District 1).

Request of Sharon Barker for a waiver of the Noise Ordinance at 1215 Elmira Street on April 25, 2026, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Virginia Bridges for a waiver of the Noise Ordinance at 2411 Venetia Road on October 24, 2026, from 5:00 p.m. - 10:30 p.m. (District 3).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1902 Clinton Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2754 Haas Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 311 Calhoun Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1423 Cedar Park Drive a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass - introduce Alabama Stings, women's football team.

LaToya Watson - request funding and assistance for expenses for Alabama Stings Football Organization.

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

Estelle Trotter - City's failure to hold the Mobile Housing Board & Authority accountable for violating tenants "Due Process Rights."

12. RESOLUTIONS HELD OVER

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.).

08-340 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.).

08-343 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.).

08-345 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).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-360 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Komo Yaki; 3201 Airport Blvd. (sponsored by Councilmember Penn).

37-361 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to First Watch Restaurant #1223; 725 Schillinger Road, S. (sponsored by Councilmember Gregory).

40-362 Declare the structure at 1902 Clinton Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-363 Declare the structure at 2754 Haas Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-364 Declare the structure at 311 Calhoun Street a public nuisance and order it demolished (sponsored by Councilmember Ingram).

40-365 Declare the structure at 1423 Cedar Park Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

46-366 Honorarily rename Ruby Street to "Honorary Rev. Elmore Pate Street (sponsored by Councilmember Penn).

60-367 Determine an appropriation to The Miss Alabama Foundation serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Finance Dept.).

60-368 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-369 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Donna G. Bryars, Finance Dept.).

60-370 Determine an appropriation to Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-371 Determine an appropriation to Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Finance Dept.).

60-372 Determine an appropriation to Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-373 Determine an appropriation to Boy Scouts of America serves a public purpose and approve payment (sponsored by Councilmember Fleming) (submitted by Donna Bryars, Finance Dept.).

60-374 Determine an appropriation to big Brothers Big Sisters of the Central Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Finance Dept.).

60-375 Determine an appropriation to Kappa Alpha Psi Fraternity, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Finance Dept.).

14. CIP RESOLUTIONS BEING INTRODUCED

08-376 Approve purchase order to A and D Remodeling for Unity Point Park fence,

fountain, curb, and wall repairs; $18,851.95 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-377 Approve Item-Award Bid l for event rental services for stages, screens, sound, and lighting (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-378 Approve purchase order to A & D Cromwell Concrete & Construction, LLC for storm drainage vegetation and debris removal, Oakleigh Dr. to Cone St.; $24,496.02 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-379 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Kreitner St. to Eslava Creek; $23,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-380 Approve purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal, Stanton Rd. to Three Mile Creek; $27,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-381 Approve purchase order to CDW Government, LLC for annual renewal of NetMotion wireless network security software for MIT; $20,611.25 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-382 Approve purchase order to CivicPlus, Inc. for 6-month subscription to DocAccess PDF Remediation software for ADA compliance; $15,000.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purhcasing Dept.).

08-383 Approve purchase orders Emergency Equipment Professional, Inc. for engine rebuilds for pumper and aerial trucks for MFRD; $56,594.99 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-384 Approve purchase order to Imagetrend, Inc. for annual renewal of emergency response case, patient, and resource tracking and reporting software for MFRD; $149,600.68 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-385 Approve purchase order to Marinus Engineering, LLC for fender system components for Cruise Terminal; $454,889.60 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-386 Approve purchase order to Motorola Solutions, Inc. for surveillance cameras and accessories for city-wide camera system upgrades; $141,373.07 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-387 Approve purchase order to Stivers Ford Lincoln, Inc. for 2026 Ford F150 pickup truck for Parks Dept.; $41,227.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-388 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford F350 pickup trucks for MFRD; $102,340.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchase Dept.).

21-389 Authorize Contract with Arena Fire Protection for fire alarm inspection, maintenance, and repair at various City locations; $182,525.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, Director, REAM).

16. CALL FOR PUBLIC HEARINGS

41-390 Call for public hearing to consider the modification of a previously approved Planning Approval for property located at 65 Mobile Street (schedule May 12, 2026) (District 1).

41-391 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 65 Mobile Street (scheduled May 12, 2026) (District 1).

41-392 Call for public hearing to consider the vacation of unused right-of-way adjacent to property located at 6401 Overlook Road (scheduled May 12, 2026) (District 7).

17. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Diane Roberts
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-581-3656 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 3705 Claridge Road South

Telephone No. 251-581-3656 E-mail address drobberts@hotmail.com

Location or address of event where amplification will be used:

Bragg-Mitchell Mansion 1906 Springhill Avenue Mobile, AL 36607

Date of Event: May 2, 20267 Starting Time: 7 PM Ending Time 11 PM
(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? X 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

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: Sharon Barker
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-391-2208

Organization (if applicable) N/A

Mailing Address of Applicant 1215 Elmira St. Mobile, AL 36604

Telephone No. 251-391-2208 E-mail address sharongbarker@gmail.com

Location or address of event where amplification will be used:
1215 Elmira St. Mobile, AL 36604

Date of Event: 04-25-2026 Starting Time: 06:00 PM Ending Time 10:00 PM

(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 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

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

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

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

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

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

Name of Applicant: Virginia Bridges
PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-605-7586

Organization (if applicable) n/a

Mailing Address of Applicant 2436 Venetia Road Mobile, AL 36605

Telephone No. 251-605-7586 E-mail address bridgesw96@gmail.com

Location or address of event where amplification will be used:

Dandelion Lodge - 2411 Venetia Rd, Mobile, AL 36605

Date of Event: 10/24/26 Starting Time: 5:00 PM Ending Time 10:30 PM

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

Type of Event: Wedding

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

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 2, 2026 1:04:10 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 2, 2026 1:03 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass
Date To Address Council: 2026-04-07
Address: 1050 Belvedere circle west
Email: texast750@gmail.com
Phone: 251 656 4049
Subject And Specific Questions: Introduction to Alabama Stings
Pertain To City Business: New womens football
Signature: Sabrina Mass
Signature Verify: X
Agree: X
Date Submitted: 2026-04-02 13:03:35

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

From: City Clerk
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 2, 2026 1:08:36 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 2, 2026 1:08 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: The Alabama Stings Football Organization
Date To Address Council: 2026-04-07
Address: 5700 Grelot Road #336 Mobile, Al 36609
Email: watsonlatoya@yahoo.com
Phone: 251-800-1088
Subject And Specific Questions: Funding and Assistance for The Alabama Stings Expense
Pertain To City Business: I am reaching out to you on behalf of a growing organization dedicated to empowering women in sports while making a lasting impact in our community.
Signature: Latoya Watson-Fields
Signature Verify: X
Agree: X
Date Submitted: 2026-04-02 13:08:11

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

From:	City Clerk
To:	Pafenbach, Lana
Subject:	Fw: 4/7 Agenda
Date:	Thursday, April 2, 2026 1:41:52 PM

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, April 2, 2026 1:41 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: 4/7 Agenda

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

Dear City Clerk's Office,

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

* Rules
* Economic Development
* Public Safety

Thank you for your attention to this matter. 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

Pafenbach, Lana

From: City Clerk
Sent: Thursday, April 2, 2026 1:48 PM
To: Pafenbach, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

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From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 2, 2026 1:47 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Estella Trotter
Date To Address Council: 2026-04-07
Address: Homeless
Email: f.trotter20@gmail.com
Phone: 2514552040
Subject And Specific Questions: City of Mobile failure to hold accountable the Mobile Housing Board and the Mobile Housing Authority for violating tenants/residents contractual "Due Process Rights" unlike higher level city officials, resulting in a discriminatory practice.
Pertain To City Business: City of Mobile mandated to report federal abuse and violations of this practice.
Signature: Estella Trotter
Signature Verify: X
Agree: X
Date Submitted: 2026-04-02 13:47:59

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



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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	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
	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:	3.00 EACH 02/26/26	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 Vendor Item	Qty	Unit Price	Net Price
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
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			
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	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
	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
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			
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	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			
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. 0C-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	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			
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	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
	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 Page 13

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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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 MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
03/05/26	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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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 MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG	Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved Page 3

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
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	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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

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 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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

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
	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	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 6

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
	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

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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 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.					

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.

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

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

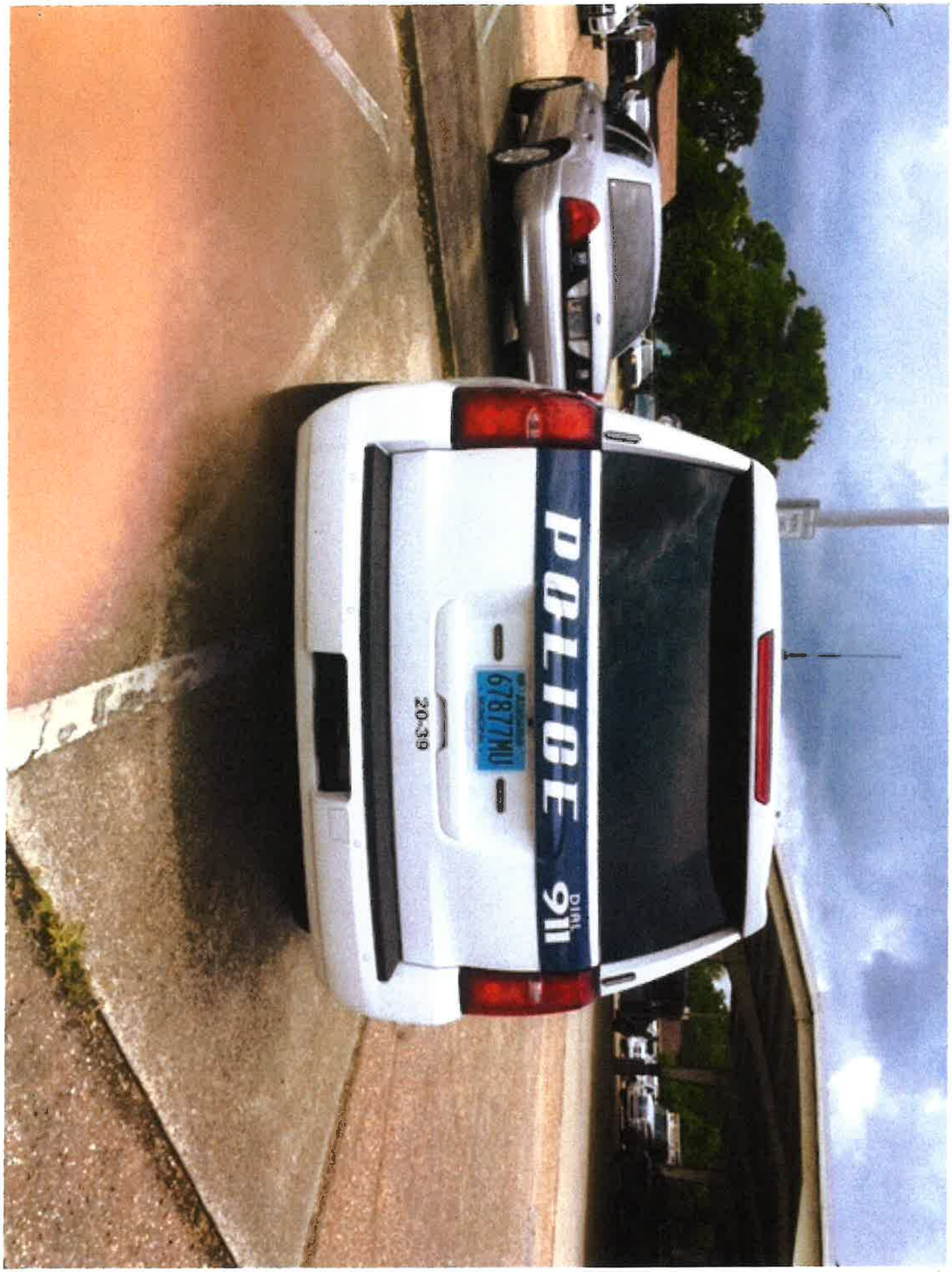

POLICE
DIAL
911
433
57350MU

POLICE

POLICE

POLICE
DIAL 911
41059MD

POLICE
Mobile
911
20-39


POLICE
DIAL
911
67877MU
20-39

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: April 7, 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:
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 $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: April 7, 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:
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 $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: April 7, 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:
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 $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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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.**

ACORD

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	CONTACT NAME: Amy Price
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	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

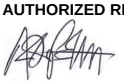
CERTIFICATE HOLDER

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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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: 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:
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**

Business Liability **1**

Medical Expenses **2**

Coverage Extension - Supplementary Payments **2**

B. EXCLUSIONS **3**

C. WHO IS AN INSURED **12**

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE **14**

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS **15**

1. Bankruptcy **15**

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit **15**

3. Legal Action Against Us **16**

4. Separation Of Insureds **16**

5. Representations **16**

6. Other Insurance **16**

7. Transfer Of Rights Of Recovery Against Others To Us **18**

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS **18**

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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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)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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.

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.

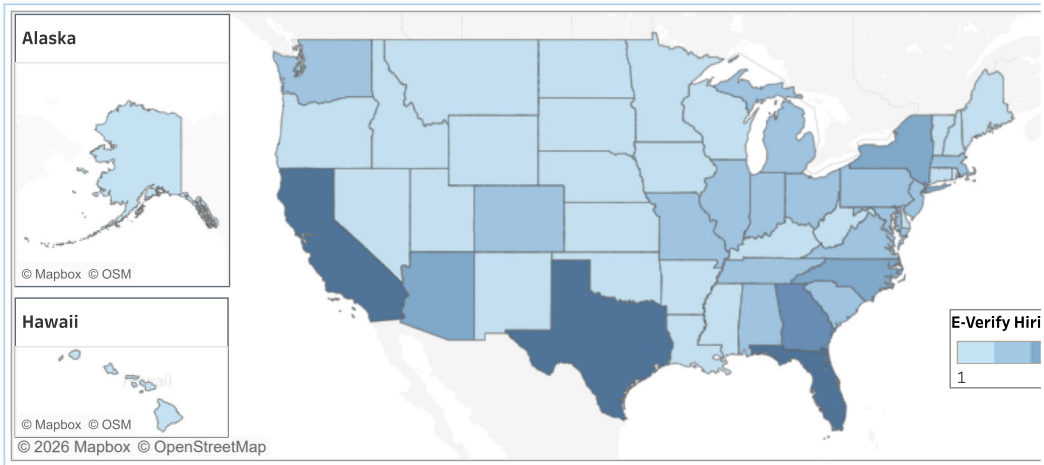
b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

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.

Browse Results New Search

Print This Page Reset

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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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

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 PROJ#: CC-034D-22

DEPT # 3032 **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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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

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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.

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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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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.

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§ 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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User Notes: (1953323630)

§ 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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13 SCOPE OF THE AGREEMENT

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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.2

(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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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

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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

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GMC
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Mobile, AL 36602

T :251) 460-4306
F :251) 460-4423
www.gmcworld.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

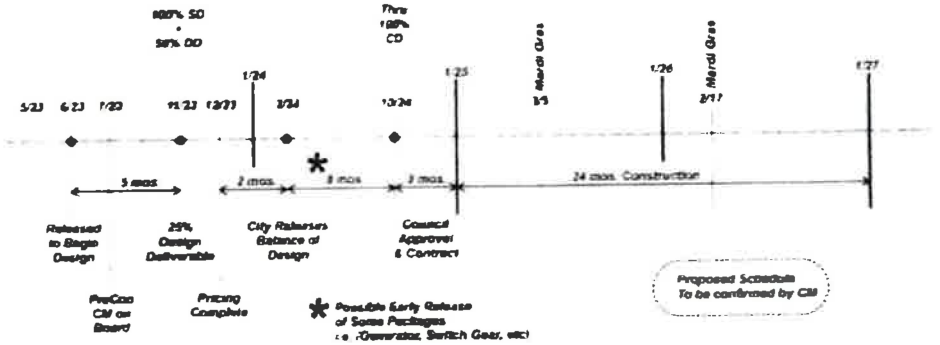
EXCLUDED SERVICES

- *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*

POPULOUS
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.

POPULOUS
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: Y.D.C. 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.Iredd@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	12/30/2002
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date	12/30/2002
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date	10/31/2005
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date	09/05/2018
Agent Mailing Address Changed From	* Added
Transaction Date	09/05/2018
Registered Agent Changed From	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.

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)	$
							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? ☐ 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	$
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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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

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'

Joshua Dindo Member Bienville Constru on Services, LLC

Date: 3/27/2026

State of Alabama }
County of Mobile }

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 27th day of March, 2026

Notary Public

Print Emily Mckinley

My commission expires: 07/23/2029

(Seal)

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

REV.11/03/2025

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.

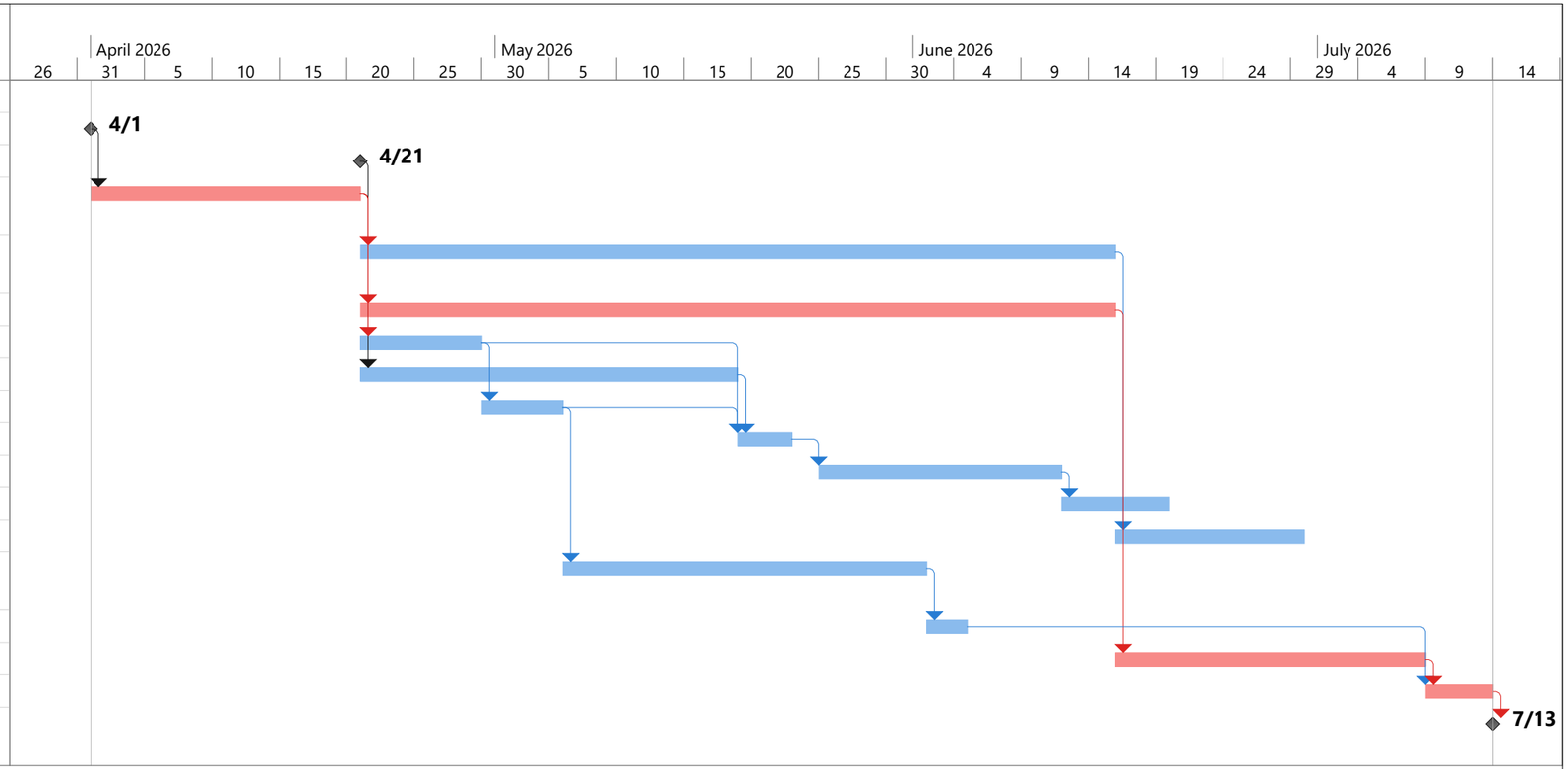
Work includes, but is not limited to, the following:

- 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

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:

Bienville Construction Services, LLC

Please Print Company_____ 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 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

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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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

REV.11/03/2025

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of

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information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall

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promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience, and character of the Contractor's Project Manager, Superintendent, and Engineer. Any future substitution must have prior written approval of the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 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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(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of **State of Alabama.**

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

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approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the 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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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

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
MARCH	JUNE	SEPT	DEC

FINAL _____

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

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

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

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

PRINT NAME: _____

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

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes: (1147552344)

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

_____
(Signature of authorized representative)

_____
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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User Notes:
(1682535782)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)*	**CONTRACT DATED:**	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

_____
(Surety)

_____
(Signature of authorized representative)

Attest:
(Seal):

_____
(Printed name and title)

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User Notes:
(1299870031)

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

E-Verify

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Num	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

SAMPLE

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	314.541.8841		ywang@watermarkarch.com
Russ Ansley	45 Construction	251 329 4838		russ@4-scs.com
Bradley Deal	Thomas Construction	334-369-8064		bradley@thomasconst.com
Stevie 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: April 7, 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:
Lana Pafenbach
Lana Pafenbach

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: April 7, 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:

Lana Pafenbach
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

SEAL 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? (Mandatory in NH) Y / N [ ] N / A 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

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Aureflow Capital, LLC
Location:	Komo Yaki 3201 Airport Boulevard Suite B3 Mobile, AL 36606

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
03/24/2026	NEW APPLICATION	2026 - 5782	133347	5	April 7, 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)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
AUREFLOW CAPITAL LLC

Trade Name (DBA)
KOMO YAKI

Location Address
3201 AIRPORT BLVD STE B3

City, State, Zip Code
MOBILE AL 36606

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
03/24/2026	NEW APPLICATION	2026 - 5782	133347	5	April 7, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

AUREFLOW CAPITAL LLC

Trade Name (DBA)

KOMO YAKI

Location Address

3201 AIRPORT BLVD STE B3

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **April 2, 2026**

Re: **Application # 5782 / 3201 Airport Blvd. Ste. B3**

Regarding the above-referenced application, the subject property is zoned B-3. A restaurant with retail liquor sales is a permitted use within this zoning district.

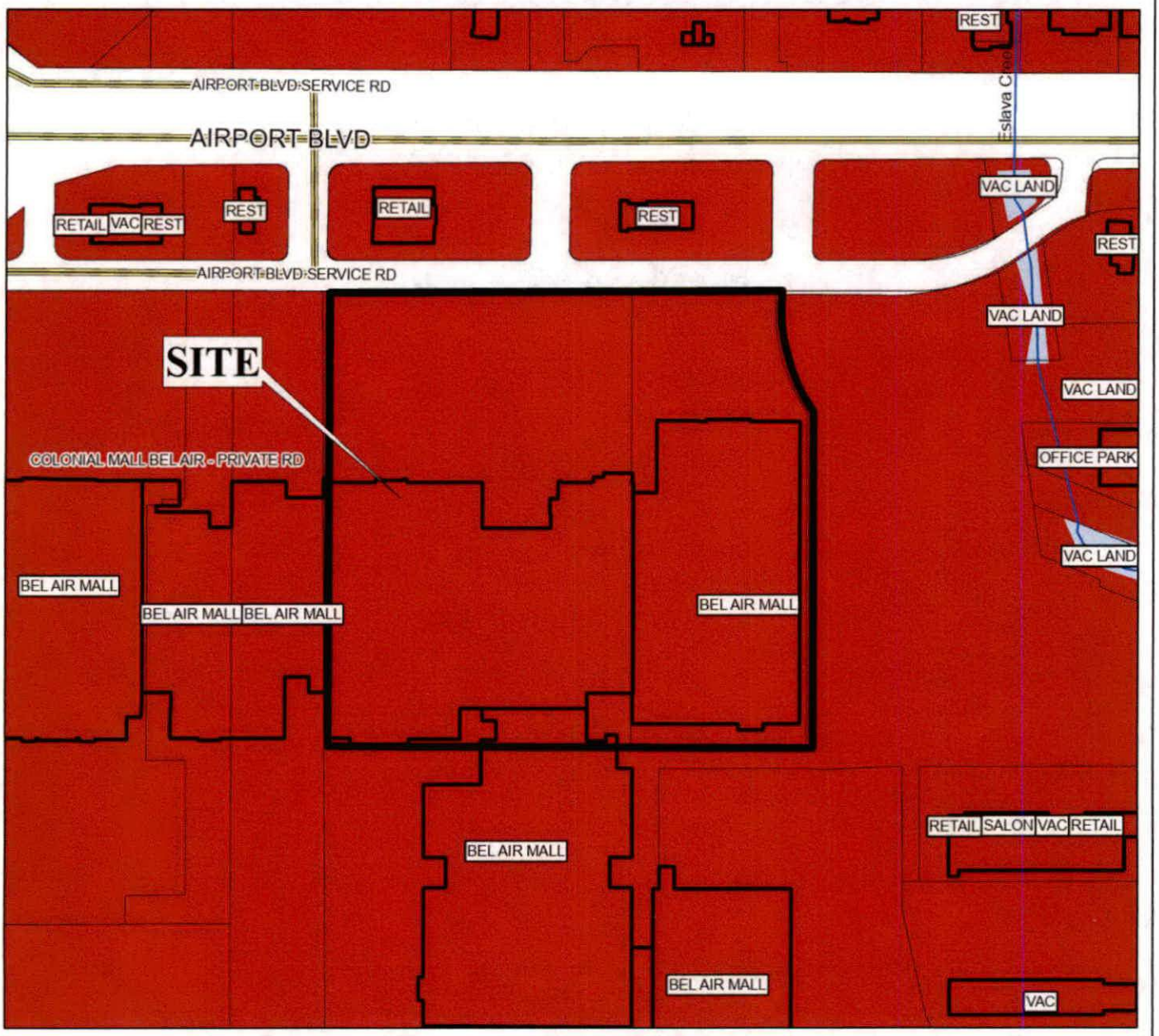
Based on information available to staff, including previous approvals, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #1, represented by Councilmember Cory Penn.

If I can be of further assistance, please do not hesitate to contact me.



MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5782 DATE 4/7/2026

APPLICANT AUREFLOW CAPITAL LLC

LOCATION 3201 AIRPORT BLVD STE B3

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	NEW APPLICATION	2026 - 5782	133347	5	April 7, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
AUREFLOW CAPITAL LLC	KOMO YAKI

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08/21/2025	001-206-797	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
39-2829233	R012727596	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
3201 AIRPORT BLVD STE B3	MOBILE	AL	36606

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3201 AIRPORT BLVD STE 3	MOBILE		36606

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ZHENGUANG WANG		YES	[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
BEL AIR MALL REALTY HOLDING LLC	[redacted]	[redacted]

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3299 BEL AIR MALL	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
6,000	80	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 ZGW

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)	
ZUJIN YANG	MEMBER	[redacted]	
Home Address (Street Address, Apt/Unit #) [redacted]	City [redacted]	State [redacted]	Zip Code [redacted]
Date of Birth [redacted] / Place of Birth (City, State, Nation) [redacted]	Social Security Number [redacted]	Mobile/Phone Number [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 ZGW

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

ZGW 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.

ZGW 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.

ZGW 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.

ZGW 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.

ZGW 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.

ZGW 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.

ZGW 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: Zhenguang Wang

Date of Application Signature: 03/31/2026

Owner/Applicant/POA Signature

Title of Person Signing this Application: Owner.

Sworn to and subscribed before me this 26th day of March 20 26

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
03/24/2026	NEW APPLICATION	2026 - 5782	133347	5	April 7, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

AUREFLOW CAPITAL LLC

Trade Name (DBA)

KOMO YAKI

Location Address

3201 AIRPORT BLVD STE B3

City, State, Zip Code

MOBILE AL 36606

Contact Person Information

Name	Title	POA	Phone	Email
ZHENGUANG WANG		YES	[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? 01/20/2026

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:

AUREFLOW CAPITAL LLC

dba

KOMO YAKI

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

3201 AIRPORT BLVD STE B3 , 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 April 7, 2026 for application number 2026 - 5782

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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

AUREFLOW CAPITAL LLC

Trade Name (DBA)

KOMO YAKI

Location Address

3201 AIRPORT BLVD STE B3

Zip Code

36606

Application Number

2026 - 5782

Notice Post Date @ Location

03/24/2026

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

April 7, 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.

CITY OF MOBILE

REVENUE DEPARTMENT

March 27, 2026

KOMO YAKI

3201 AIRPORT BOULEVARD

SUITE B3

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 133347 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2284475	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

5782

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260317141958362

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Trade Name: KOMO YAKI
Filing Fee: $50.00

Applicant: AUREFLOW CAPITAL LLC
Transfer Fee:

Location Address: 3201 AIRPORT BLVD STE B3 MOBILE , AL 36606

Mailing Address: 3201 AIRPORT BLVD STE B3 MOBILE , AL 36606

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-206-797

Do you sell Draft Beer?: N/A

Date Incorporated: 08/21/2025 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/21/2025

Federal Tax ID: 39-2829233 **Alabama State Sales Tax ID:** R012727596

Name:	Title:	Date and Place of Birth:	Residence Address:
ZUJIN YANG [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
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260317141958362

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: ZHENGUANG WANG
Business Phone: [redacted]
Fax:

Home [redacted]
Cell P
E-mai

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260317141958362

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: BEL AIR MALL REALTY HOLDING LLC 251-478-1893

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 6000

Display Square Footage:

Building seating capacity: 80

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: 20260317141958362

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: 20260317141958362

Initial each	Signature page
ZW	In reference to law violations, I attest to the truthfulness of the responses given within the application.
ZW	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
ZW	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.
ZW	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.
ZW	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.
ZW	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): Zhenguang Wang (POA) Notary Name (print): Sandy Durham

Signature of Applicant: (POA) Notary Signature: Sandy Durham

Commission expires: 9/26/29

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260317141958362

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 B3

Special Power of Attorney

I, Zujin Yang hereby appoint Zhenguang Wang as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning Antelope Capital LLC.
Sole proprietor/corporation/association/LLC/LLP

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 2/28/2026 *(Date)*, and shall remain in full force and effect until 2/28/2027 *(Date)* or unless specifically extended or rescinded earlier by either party.

3/6/2026
Date

Signature

STATE OF ALABAMA

COUNTY OF MOBILE

BEFORE ME, the undersigned authority, on this March 6th, 2026, personally appeared Zujin Yang to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

NOTARY PUBLIC

My Commission Expires: 02-18-2030

ANA LAZO WRIGHT Gwinnett County Notary Public Expires 02-18-2030 STATE OF GEORGIA

ANA LAZO WRIGHT Gwinnett County Notary Public Expires 02-18-2030 STATE OF GE

[redacted]

State/Not County
ackgroud Check

[redacted]







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:

   Aureflow Capital 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): zujin yang

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   3201 Airport Blvd Ste B3 mobile, AL 36606

   *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

001-206-797 DLL

Date	08/21/2025
Time	08:35:00
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 8 / 21 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 08 : 35 ☑ 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).

8 / 21 / 2025
Date (MM/DD/YYYY)

zujin yang
Signature as required by 10A-5A-2.04

organzier
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

List of Current Member

The following individual is the only member of: Aureflow Capital LLC

NAME: Zubin Yang TITLE: Owner.

Zujin Yang
PRINTED NAME OF MEMBER

Zujin Yang
SIGNATURE OF MEMBER

03/04/2026
DATE

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Aureflow Capital LLC

This name reservation is for the exclusive use of Zujin Yang, 3201 Airport Blvd, Suite B3, Mobile, AL 36606 for a period of one year beginning August 21, 2025 and expiring August 21, 2026

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

August 21, 2025

Date

Wes Allen **Secretary of State**

RES237761

MOBILE COUNTY HEALTH DEPARTMENT
FOOD SERVICE ESTABLISHMENT REPORT
ALABAMA DEPARTMENT OF PUBLIC HEALTH

SCORE 97

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3 within a period of Rules within days. Failure to days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME	OWNER OR MANAGER NAME
Kona Yaki	AureFlow Capital, LLC

ADDRESS	ZIP CODE	ZIP CODE
3201 Airport Blvd Ste-B3 Mobile, AL		36606

PERMIT NUMBER	MONTH	DAY	YEAR	TIME OUT	TIME OUT TYPE OF	TYPE OF INSPECTION
028775	01	06	2026	1300	☑1. REGULAR ☐2. SPECIAL	☐1. REGULAR ☐2. SPECIAL ☐3. TEMPORARY ☐4. CLOSE-OUT

GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SINK/TRAP LID SECURE	LEGAL NOTICE	LEGAL NOTICE	NO. OF P/PF ITEMS
0502	39	3	YES NO	YES NO N/A	YES N/A	YES NO	0

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5/5 exp 4/2029

5*	Safe, Source; Not adulterated. Food separated, protected from contamination. Tasting. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition, Segregation, Handling. Receiving frozen foods. Date marking. Required documentation. ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability. Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

PLUMBING, AND WASTE

24*	Water source, quality. System approved.	5
25*	Sewage, grease disposal: system approved. Cleaned.	5
26*	Cross connection; Back siphonage. Backflow.	5
27	Water pressure adequate, adequate cooling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/dryers devices. Toilet rooms.	4
	Fixtures clean, designed, operated, maintained, operated, maintained. Service sink. Handwashing signage. Toilet signage. Toilet rooms constructed. Number, location, other liquid waste, proper liquid waste properly disposed.	1
	Recyclables, and returnables. Outdoor dumpster. Outdoor storage prohibited. Receptacles provided, covered. Approved, covered. Approved refuse method. Disposal method.	1

PHYSICAL FACILITIES

	Food contact surfaces, cleaning equipment prevented.	4
31*	Insects, rodents, other animals prohibited.	4
	Pest control methods approved, used. Pest control devices required. Non-toxic tracking powder. Non-toxic tracking powder.	1
	Premises free of litter and unnecessary items. Unnecessary litter and unnecessary items, harborage.	1
	Floors, walls, attached equipment clean. Equipment clean. Outer openings surface characteristics, indoor, outdoor areas, indoor, outdoor maintained. Adequacy, dustless methods. Absorbent methods. Absorbent floor materials properly used.	2
	Ventilation: adequate. Ventilation system adequate. Ventilation system (filters): clean. Lights shielded. Lights shielded.	0
	Rooms provided. Employee designated areas properly used. Living/sleeping quarters separation. Employees designated areas properly used. Living quarters separation.	1
	Maintenance tools provided. Maintenance tools provided.	1

TOXIC MATERIALS

38*	Toxic or poisonous items. Medicines. First aid materials stored, labeled, used. Other personal care items stored, labeled. Toxic or poisonous materials separation.	5

INSPECTED BY:
Name:

RECEIVED BY:
Name:
Title:

REMARKS City of Mobile Fires Final - 1/5/26
Grease Trap Serviced - 12/29/25 by (Other) LLC
Repair / Replace Bench-In Cooler - Sushi Bar Area
Install Door Sweep @ Existing (Below) - Mop Room
Caulk Base of Toilets - Restaurant Caulk Around Handwashing Sushi Bar
Install Handwashing Signs @ All Handsinks
Secure Ceiling Vents & Clean Vents - Restaurant Area Above Mop Sink / Kitchen Employee

MCHD-IS-115 06.22.JC APPROVAL - FOR BUSINESS LICENSE

MOBILE COUNTY HEALTH DEPARTMENT

Food Permit

NUMBER 028775

Komo Yaki
3201 Aiport Boulevard B3
Mobile AL 36606

AS MAINTAINED AND OPERATED BY

Aureflow Capital LLC
[redacted]

IS HEREBY PERMITTED FOR 2025 - 2026 OPERATING YEAR

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE HEALTH DEPARTMENT HAS DETERMINED REASONABLE COMPLIANCE WITH THE APPLICABLE ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES PURSUANT TO ALABAMA LAW. THIS PERMIT IS NOT TRANSFERABLE AND IS VALID UNTIL THE EXPIRATION DATE UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED IN THE PREMISES FOR WHICH ISSUED.

DATE ISSUED 1/16/2026

Mobile County Health Department

KEVIN PHILIP MICHAELS, MD, MPH, FACOEM
Health Officer

EXPIRATION DATE 9/30/2026

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE

INSPECTION WORKSHEET (357776-2026)
FOR CITY OF MOBILE

Case Number:	BLDC-159967-2025	**Case Module:**	Permit
Inspection Date:	01/05/2026	**Inspection Status:**	Passed
Inspector:	LaFrance Carey	**Inspection Type:**	Fire Final Inspection/Life Safety
Job Address:	3201 Airport Blvd, B3 Mobile, AL 36606	**Parcel Number:**	R022909302000027.

Contact Type	Company Name	Name
Applicant	ZHI	Zhi Feng
Architect	ZHI	Zhi Feng
Contractor	New Verizon Construction	Aaron Tan

Checklist Item	Results	Comments
Fire:General Contractor Inspection Request - Confirm request for inspection was made by general contractor	N/A	
FIRE 2021 Pre-Inspections Complete - Verify pre-inspections were done and supporting documents including the contractor permits and plan set.	Pass	
Fire:Permit File/Plans review - Permit file and plans are reviewed for requirements noted on plans and other	Pass	
FIRE 2021 Occupant Load Posted - Occupant load is required to be posted in every room or space used for assembly. Plaque secured to wall -permanent fixture.	Pass	
FIRE 2021 Fire Access & Lanes - Fire access road and lane complies with the approved plan set. Signage/Marking complies with standardized requirements.	N/A	
FIRE 2021 Gates - Gates comply with the plans and operate as required, Knox electrical operating system.	N/A	
FIRE 2021 Emergency Turn Around - Fire apparatus travels greater than 150' a turn around is required.	N/A	
FIRE 2021 Knox Box/Elevator - Knox Box required for all buildings with a monitored fire protection system. Knox Box is installed per plans near front entry on left (when facing entry), usually mounted between 5 and 6 feet from ground level or as approved. Entry keys/cards are required to be placed in the key box and shall be maintained. Elevator Knox Box in all main floor elevator lobbies. Elevator fire-fighter operation key and rescue tool supplied and secured.	Pass	
FIRE 2021 Address - Address shall be visible from the street, follow the address visibility chart for sizing requirements.	Pass	
FIRE 2021 Address Apartment Complex - 5 or more buildings, shall have a large address map at street entry	Pass	
FIRE 2021 Vehicle Impact - Guard posts are provided per plans to protect fire equipment subject to vehicular damage are constructed per code, 4 in. diameter, made of steel and filled with concrete other approved vehicle impact barriers that comply with plans	N/A	

INSPECTION WORKSHEET 357776-2026

Checklist Item	Results	Comments
FIRE 2021 Water Supply - Private Fire Hydrants shall require a permit and be installed in accordance with IFC. with properly painted bonnets and caps.	N/A	
FIRE 2021 Exit System - Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction. Exit signs placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet from a sign. Signage (minimum 12 inch) is on each landing of vertical stairways more than three. Battery backup or emergency power is provided for exit sign.	N/A	
Fire:Exit System Battery Backup - Battery backup or emergency power is provided for emergency lighting for	Pass	
Fire:Exit System Signage - Signage (minimum 12 inch) is on each landing of vertical stairways more than three	Pass	
FIRE 2021 Hardware - Manually operated flush or bolt locks not permitted on egress doors. Panic hardware required for each door in means of egress for Group A and E occupancies with 50 or more occupants and any Group H occupancy	Pass	
FIRE 2021 Extinguishers - Correct size and type per approved plan set. Tagged, sealed, mounted and visible per NFPA 10.	Pass	
FIRE 2021 Smoke Alarm Group R - Occupancies smoke alarm green light (house power) is on and all are interconnected. Installed according to approved plan set.	N/A	
FIRE 2021 Assembly Occupant Load - Occupant load plaques are installed at a visible location in assembly rooms.	Pass	
FIRE 2021 Assembly Panic Hardware - Assembly occupancy emergency exit door panic hardware is installed.	Pass	
FIRE 2021 Assembly Finishes - Assembly Occupancy finish materials are fire-resistive in IFC Chapter 8.	Pass	
FIRE 2021 High Pile Storage - High-piled storage aisle width and rack locations in compliance with plans, fire access doors are accessible, detection and suppression systems are in compliance with plans and smoke removal system or heat vent or curtain board is in compliance with the plans .	Pass	
FIRE 2021 Inspector Advisory - Descriptions are not to be considered all encompassing and will not serve as a replacement for due diligence of the inspector conducting the required research.	Pass	
FIRE 2021 Inspector Comments - Inspector Comments.	Pass	

LEASE AGREEMENT

THIS LEASE ("**Lease**") is dated as of August 28, 2025 (the "**Effective Date**"), by and between **BEL AIR MALL REALTY HOLDING, LLC**, an Alabama limited liability company ("**Landlord**"), and **AUREFLOW CAPITAL LLC** an Alabama limited liability company, d/b/a Komo Yaki (the "**Tenant**").

1. **EXHIBITS TO LEASE AND DEFINITIONS**. The Exhibits to this Lease referenced below in this Lease are and shall constitute a part of this Lease. The following definitions are applicable to the provisions of this Lease:

"**Common Areas**" means (i) those exterior areas within the Shopping Center (as defined below) and consisting of: covered and uncovered parking areas, decks and structures; driveways; grassy and landscaped areas; malls, aisles, sidewalks and courts; common utility lines, pipes, wires, appurtenances, improvements and facilities; public lavatories; management offices and maintenance and utility rooms; common loading docks; benches, planters, gazebos, and fountains, and (ii) those other areas and facilities outside of the real property constituting the Shopping Center which are designated as Common Areas by Landlord from time to time, together with all of the improvements situated therein, and which Common Areas service and/or otherwise benefit the Shopping Center, as all of the foregoing may be changed by Landlord from time to time.

"**Legal Requirements**" means all laws, ordinances, codes, rules and regulations of all applicable public authorities; the rules, regulations and requirements of any fire rating organizations or rating bureaus; and any rules, orders or directives issued by Landlord's insurance companies or agents.

"**Permits**" means all necessary permits to be issued by the proper authorities for construction of Tenant's Work.

"**Permitted Use**" shall have the meaning set forth in Section 7(a) of this Lease below.

"**Premises**" means commercial retail Space No. B3, consisting of approximately 6,300 square feet of retail space that is situated within the Shopping Center, and as more particularly described on **EXHIBIT A** to this Lease and has a street address of 3201 Airport Blvd., STE B3, Mobile AL 36606.

"**Premises Delivery Date**" September 1, 2025

"**Rent Commencement Date**" shall mean the earlier of: (a) two hundred ten (210) days following Premises Delivery Date; or (b) the date on which Tenant opens for business.

"**Security Deposit**" $21,000.00

"**Shopping Center**" means The Shoppes at Bel Air Shopping Center located in Mobile, Alabama, and the defined term "**Shopping Center**" shall include, without limitation, any and all buildings, improvements and Common Areas now or hereafter located upon the real property constituting the

12. Special Stipulation: Notwithstanding anything to the contrary herein, in the event of a valid assignment of the Lease, the undersigned Guarantor shall remain liable only for liabilities arising under the Lease prior to the effective date of the assignment and shall automatically be released from further liability arising under the Lease thereafter provided that the individual assignee or principal of a corporate assignee of Tenant, reasonably acceptable to Landlord, shall personally deliver a signed guaranty to guarantee performance of Tenant under the Lease upon assignment of the Lease.

IN WITNESS WHEREOF, the undersigned Guarantor has signed this Guaranty on the 20th day of August 2025.

Zu Jin Yang

Name: Zujin Yang
Social Security No. provided separately
Address for Notices: 2491 Lockerly Pass, Duluth, GA 30097
email: yang.zu@yahoo.com

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of Georgia)
County of Gwinnett) ss.:

On the 20th day of August in the year 2025, before me, the undersigned, personally appeared Zujin Yang personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an adult individual, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SIUPO CHAN NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 22, 2028

2026

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

AUREFLOW CAPITAL LLC
3201 AIRPORT BLVD STE B3
MOBILE, AL 36606-3208

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012727596	12/25/2025	12/31/2026

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 722511

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-23-2025

Employer Identification Number:
39-2829233

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

AUREFLOW CAPITAL LLC
ZUJIN YANG SOLE MBR
[redacted]

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2829233. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 06-23-2025 AURE O 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is AURE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

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 about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 06-23-2025
EMPLOYER IDENTIFICATION NUMBER: 39-2829233
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

AUREFLOW CAPITAL LLC
ZUJIN YANG SOLE MBR
2386 BRANSLEY PL
DULUTH, GA 30097

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-166120-2026
Issue Date: 01/12/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022909302000027.	3201 Airport Blvd B3	B3

Business Name	Issued To	Zoning Districts
KOMO YAKI	Name: ZHENGUANG WANG Company: Address: [redacted] Phone: [redacted]	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT - ASIAN FOOD, MONGOLIAN STIR FRY AND SUSHI

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Samara Walley

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Aureflow Capital LLC	Komo Yaki

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3201 Airport Blvd, Ste B3	Mobile	AL	36606

Business Contact Person Information

Name	Title	Phone	Email
Zhenguang Wang	Manager, Owner	[redacted]	[redacted]

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
6000	20+	20	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Tiffany Green	Tiffany Green	03/24/2026

Revision Date 10 23 2023

Planning and Zoning

RESOLUTION

Sponsored by: Councilmember Gina Gregory, District 7

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	First Watch Restaurants, Inc.
Location:	First Watch Restaurant #1223 725 Schillinger Road South Mobile< AL 36695

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
03/24/2026	NEW APPLICATION	2026 - 5781	133486	6	April 7, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

FIRST WATCH RESTAURANTS INC

Trade Name (DBA)

FIRST WATCH RESTAURANT #1223

Location Address

725 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

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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FIRST WATCH RESTAURANTS INC

Trade Name (DBA)

FIRST WATCH RESTAURANT #1223

Location Address

725 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner II L. Logan Anderson

Date: **April 2, 2026**

Re: **Application # 5781 / 725 Schillinger Rd. S.**

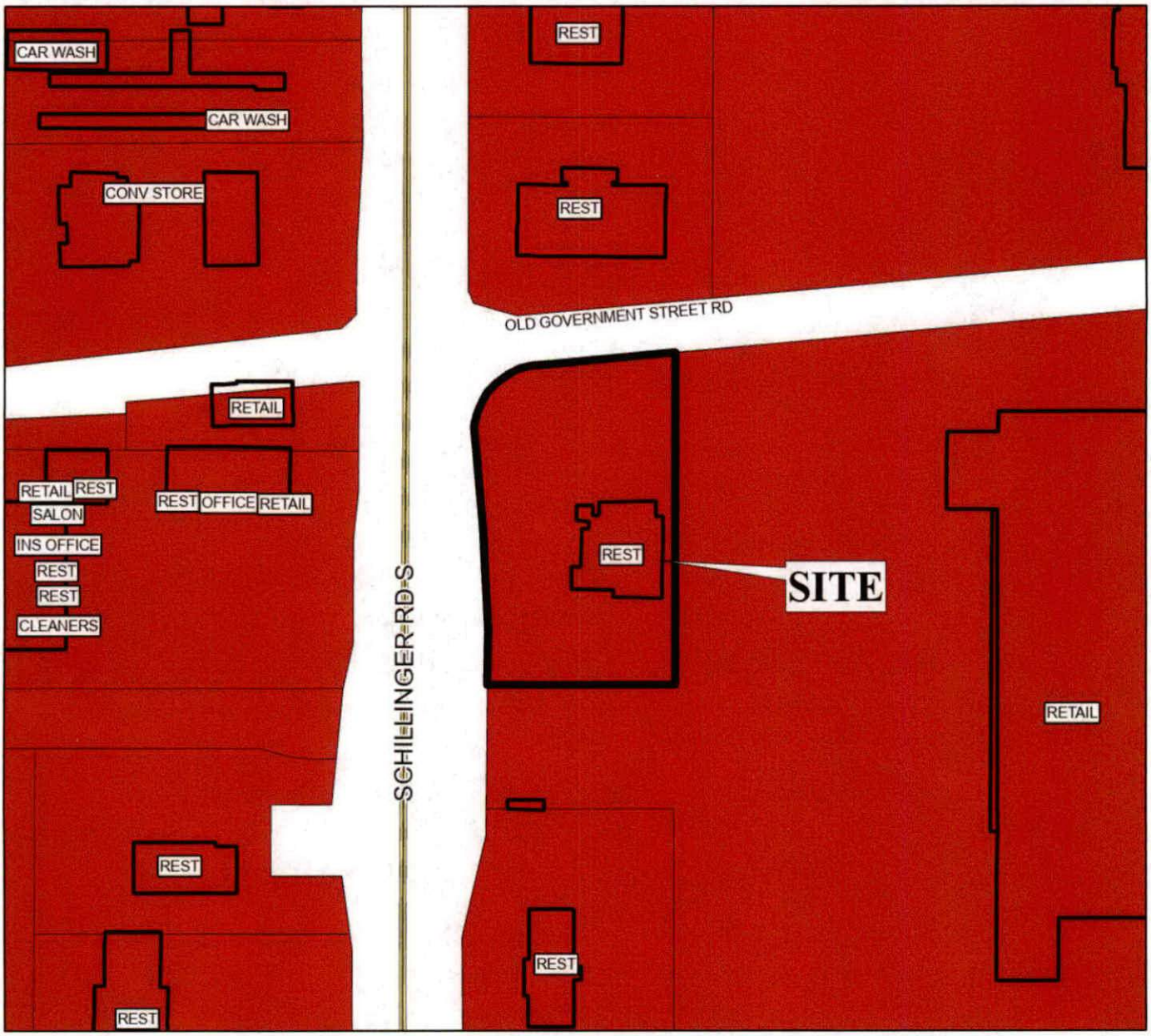
Regarding the above-referenced application, the subject property is zoned B-3. A restaurant with retail liquor sales is a permitted use within this zoning district.

Based on information available to staff, including previous approvals, the site meets the parking requirements of the Unified Development Code.

The property is located within Council District #7, represented by Councilmember Gina Gregory.

If I can be of further assistance, please do not hesitate to contact me.

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5781 DATE 4/7/2026

APPLICANT FIRST WATCH RESTAURANTS INC

LOCATION 725 SCHILLINGER RD S

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

City of Mobile 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)
TOMASSO CHRISTOPHER ANTHONY	PRESIDENT CEO	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
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	FIRST WATCH RESTAURANTS INC	FIRST WATCH #1158	3060 S MCKENZIE ST FOLEY, AL 36535
	FIRST WATCH RESTAURANTS INC	FIRST WATCH #1159	2301 COBBS FORD RD PRATTVILLE, AL 36066

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)
WOLSZCZAK JAY ANTHONY	SECRETARY CHEIF LEGAL OFFICER	[redacted]

Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
[redacted]			

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
[redacted]			

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
YES	FIRST WATCH RESTAURANTS INC	FIRST WATCH #1158	3060 S MCKENZIE ST FOLEY, AL 36535
	FIRST WATCH RESTAURANTS INC	FIRST WATCH #1159	2301 COBBS FORD RD PRATTVILLE, AL 36066

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 JA POA

City of Mobile ABC Licensing & Compliance Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/24/2026	NEW APPLICATION	2026 - 5781	133486	6	April 7, 2026

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
FIRST WATCH RESTAURANTS INC	FIRST WATCH RESTAURANT #1223

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	10/20/2016	P22000091339	FL	MANATEE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number	If Hemp, Product Type
65-0543723	R009495262	[redacted]	

Physical Address (Street Address, Suite #)	City	State	Zip Code
725 SCHILLINGER ROAD SOUTH	MOBILE	AL	36695

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]			

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
BRANDON MEADOWS	POA	YES	[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
COT 725 MOBILE LLC	[redacted]	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
[redacted]			

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
7,123	210	YES	YES	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials

City of Mobile ABC Licensing & Compliance Application

CERTIFICATION and SIGNATURE

BM POA The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

BM POA The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

BM POA The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

BM POA The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BM POA Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

BM POA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BM POA Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Brandon Meadows, POA	3-24-2026
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
POA	Power of Attorney

Sworn to and subscribed before me this 24th day of March 2026

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
Tara Lynn Harris		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
03/24/2026	NEW APPLICATION	2026 - 5781	133486	6	April 7, 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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

FIRST WATCH RESTAURANTS INC

Trade Name (DBA)

FIRST WATCH RESTAURANT #1223

Location Address

725 SCHILLINGER ROAD SOUTH

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

Name	Title	POA	Phone	Email
BRANDON MEADOWS	POA	YES	[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? 03/23/2026

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 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:

FIRST WATCH RESTAURANTS INC

dba FIRST WATCH RESTAURANT #1223

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

725 SCHILLINGER ROAD SOUTH , 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 April 7, 2026 for application number 2026 - 5781

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)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

FIRST WATCH RESTAURANTS INC

Trade Name (DBA)

FIRST WATCH RESTAURANT #1223

Location Address **725 SCHILLINGER ROAD SOUTH**

Zip Code **36695**

Application Number **2026 - 5781**

Notice Post Date @ Location **03/24/2026**

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

April 7, 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.

CITY OF MOBILE

REVENUE DEPARTMENT

March 24, 2026

FIRST WATCH RESTAURANT #1223

725 SCHILLINGER ROAD SOUTH

MOBILE, AL 36695 USA

ACCOUNT NUMBER: 133486 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2277144	12/2026	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210094712500

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Trade Name: FIRST WATCH RESTAURANT 1223
Filing Fee: $50.00
Applicant: FIRST WATCH RESTAURANTS INC
Transfer Fee:
Location Address: 725 SCHILLINGER RD S MOBILE, AL 36695
Mailing Address: 8725 PENDERY PLACE STE 201 BRADENTON , FL 34201
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** CORPORATION
Book, Page, or Document info: P22000091339
Do you sell Draft Beer?: N/A
Date Incorporated: 10/20/1994 **State incorporated:** FL **County Incorporated:** MANATEE
Date of Authority: 04/20/2016
Federal Tax ID: 65-0543723 **Alabama State Sales Tax ID:** R009495262

Name:	Title:	Date and Place of Birth:	Residence Address:
CHRISTOPHER ANTHONY TOMASS [redacted]	PRESIDENT AND CEO	[redacted]	[redacted]
JAY ANTHONY WOLSZCZAK [redacted]	SECRETARY CHIEF LEGAL OFFICER		
HENRY MELVILLE HOPE III [redacted]	CFO VP TREASURER		

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: 20260210094712500

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: BRANDON MEADOWS
Business Phone: [redacted]
Fax:

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210094712500

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: COT 725 MOBILE LLC 305-960-8979

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 7123 Display Square Footage:

Building seating capacity: 16 Does Licensed premises include a patio area? YES

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
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210094712500

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:
OCCURED MORE THAN 10 YEARS AGO	OCCURED MORE THAN 10 YEARS AGO	OCCURED MORE THAN 10 YEARS AGO	OCCURED MORE THAN 10 YEARS AGO

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20260210094712500

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

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER FIRST WATCH RESTAURANTS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260210094712500

Initial each — **Signature page**

Initial each	
BM	In reference to law violations, I attest to the truthfulness of the responses given within the application.
BM	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
BM	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.
BM	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.
BM	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.
BM	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): Brandon Meadows POA

Notary Name (print): Vanessa Reichel

Signature of Applicant:

Notary Signature:

Commission expires: 6.9.26

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:**

VANESSA REICHEL
Commission # HH 260444
Expires June 9, 2026

Receipt Confirmation Page

Receipt Confirmation Number: 20260210094712500

Application Payment Confirmation Number: 116051750

Payment Summary	
Payment Item	**Fee**
Application Fee for License License 020	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
020 - RESTAURANT RETAIL LIQUOR	$300.00	$300.00	$600.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: MOBILE
Business Type: CORPORATION
Trade Name: FIRST WATCH RESTAURANT 1223
Applicant Name: FIRST WATCH RESTAURANTS INC
Location Address: 725 SCHILLINGER RD S
MOBILE, AL 36695
Mailing Address [redacted]
Contact Perso
Contact Home Phon
Contact Business Phon
Contact Fa
Contact Cell Phon
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: LICENSING SPECIALIST

Main Menu

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20260210094712500
Application Payment Confirmation Number: 116051750

Payment Summary	
Payment Item	**Fee**
Application Fee for License 020	$50.00
Total Amount to be Charged	**$50.00**

Application Information

Application Type: APPLICATION
License Type 1: 020 - RESTAURANT RETAIL LIQUOR

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 3.1.2

CITY OF MOBILE
BUILD MOBILE
CERTIFICATE OF OCCUPANCY

Certificate Number
11619

Date: 3/4/26

This certificate issued pursuant to the requirements of the 2021 I.B.C. certifying that at the time of issuance this structure was in compliance with the various ordinances of the City of Mobile. For the following:

Permit No: BLDC-158197-2025
ELEC-162529-2025 MECC-161946-2025
MECC-162159-2025 PLMC-162348-2025
MECC-162160-2025 FGCC-162350-2025

Name of Business (Building): FIRST WATCH RESTAURANT

Building Address: 725 SCHILLINGER RD S

Owner of Building: COT 725 MOBILE LLC

OCC LOAD: 270

Architect / Engineer:	ARCVISION INC, FREDERICK J GOGLIA		
Occupancy Type:	A-2	Zoning Classification:	B-3
Type of Construction:	V-B	Flood Zone:	X-UNSHADED
Fuel Gas Contrator:	EVERGREEN BUILDERS LLC	Sprinkled Building:	YES
Plumbing Contractor:	EVERGREEN BUILDERS LLC	Building Contractor:	US GENERAL CONSTRUCTION INC
Mechanical Contractor:	LANIER HVAC SERV LLC/ABBOTT SERV	Electrical Contractor:	ICR SERVICES LLC
Building Official / Title	Jeremy Stewart		Chief Building Inspector

CITY OF MOBILE Chief Building Inspector BUILD MOBILE

Digitally signed by Jeremy Stewart
DN: C=US, E=jdstewart@cityofmobile.org, O=City of Mobile, CN=Jeremy Stewart
Reason: I am approving this document
Date: 2026.03.04 08:59:23-06'00'

INSPECTION WORKSHEET (364668-2026)
FOR CITY OF MOBILE

Case Number:	BLDC-158197-2025	**Case Module:**	Permit
Inspection Date:	03/02/2026	**Inspection Status:**	Passed
Inspector:	Edgar English	**Inspection Type:**	Fire Final Inspection/Life Safety
Job Address:	725 Schillinger Rd S Mobile, AL 36695	**Parcel Number:**	R022809302000001.010.

Contact Type	Company Name	Name
Applicant	CDS Development	Jasmine Castillo
Architect	Arcvision Inc	Frederick Goglia
Contractor	US General Construction Inc	Richard Peden, Jr.
Owner	COT 725 MOBILE LLC	

Checklist Item	Results	Comments
Fire:General Contractor Inspection Request - Confirm request for inspection was made by general contractor	N/A	
FIRE 2021 Pre-Inspections Complete - Verify pre-inspections were done and supporting documents including the contractor permits and plan set.	Pass	
Fire:Permit File/Plans review - Permit file and plans are reviewed for requirements noted on plans and other	Pass	
FIRE 2021 Occupant Load Posted - Occupant load is required to be posted in every room or space used for assembly. Plaque secured to wall -permanent fixture.	Pass	
FIRE 2021 Fire Access & Lanes - Fire access road and lane complies with the approved plan set. Signage/Marking complies with standardized requirements.	N/A	
FIRE 2021 Gates - Gates comply with the plans and operate as required, Knox electrical operating system.	N/A	
FIRE 2021 Emergency Turn Around - Fire apparatus travels greater than 150' a turn around is required.	N/A	
FIRE 2021 Knox Box/Elevator - Knox Box required for all buildings with a monitored fire protection system. Knox Box is installed per plans near front entry on left (when facing entry), usually mounted between 5 and 6 feet from ground level or as approved. Entry keys/cards are required to be placed in the key box and shall be maintained. Elevator Knox Box in all main floor elevator lobbies. Elevator fire-fighter operation key and rescue tool supplied and secured.	Pass	
FIRE 2021 Address - Address shall be visible from the street, follow the address visibility chart for sizing requirements.	Pass	
FIRE 2021 Address Apartment Complex - 5 or more buildings, shall have a large address map at street entry	N/A	
FIRE 2021 Vehicle Impact - Guard posts are provided per plans to protect fire equipment subject to vehicular damage are constructed per code, 4 in. diameter, made of steel and filled with concrete other approved vehicle impact barriers that comply with plans	N/A	

INSPECTION WORKSHEET 364668-2026

Checklist Item	Results	Comments
FIRE 2021 Water Supply - Private Fire Hydrants shall require a permit and be installed in accordance with IFC. with properly painted bonnets and caps.	N/A	
FIRE 2021 Exit System - Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction. Exit signs placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet from a sign. Signage (minimum 12 inch) is on each landing of vertical stairways more than three. Battery backup or emergency power is provided for exit sign.	Pass	
Fire:Exit System Battery Backup - Battery backup or emergency power is provided for emergency lighting for	Pass	
Fire:Exit System Signage - Signage (minimum 12 inch) is on each landing of vertical stairways more than three	Pass	
FIRE 2021 Hardware - Manually operated flush or bolt locks not permitted on egress doors. Panic hardware required for each door in means of egress for Group A and E occupancies with 50 or more occupants and any Group H occupancy	Pass	
FIRE 2021 Extinguishers - Correct size and type per approved plan set. Tagged, sealed, mounted and visible per NFPA 10.	Pass	
FIRE 2021 Roll Down Fire Doors - Roll down fire doors: detectors, or fusible links on both sides, test. Doors connected to the fire alarm are to be verified during the fire alarm inspection.	N/A	
FIRE 2021 Smoke Alarm Group R - Occupancies smoke alarm green light (house power) is on and all are interconnected. Installed according to approved plan set.	Pass	
FIRE 2021 Assembly Occupant Load - Occupant load plaques are installed at a visible location in assembly rooms.	Pass	
FIRE 2021 Assembly Panic Hardware - Assembly occupancy emergency exit door panic hardware is installed.	Pass	
FIRE 2021 Assembly Finishes - Assembly Occupancy finish materials are fire-resistive in IFC Chapter 8.	N/A	
FIRE 2021 High Pile Storage - High-piled storage aisle width and rack locations in compliance with plans, fire access doors are accessible, detection and suppression systems are in compliance with plans and smoke removal system or heat vent or curtain board is in compliance with the plans .	N/A	
FIRE 2021 Inspector Advisory - Descriptions are not to be considered all encompassing and will not serve as a replacement for due diligence of the inspector conducting the required research.	Pass	
FIRE 2021 Inspector Comments - Inspector Comments.	Pass	

INSPECTION WORKSHEET 364668-2026

Checklist Item	Results	Comments

MOBILE COUNTY HEALTH DEPARTMENT
FOOD SERVICE ESTABLISHMENT INSPECTION REPORT
ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE Special

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME	OWNER OR MANAGER NAME
First Watch	First Watch Restaurants Inc

ADDRESS 725 Schillinger Road S Mobile, AL ZIP CODE 36695

PERMIT NUMBER	MONTH	DAY	YEAR	TIME IN	TIME OUT	TYPE OF INSPECTION
0 2 8 7 9 1	0 3	0 5	2 0 2 6			☐1. REGULAR ☐3. TEMPORARY ☑2. SPECIAL ☐4. CLOSE-OUT

GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SMOKE FREE	GREASE TRAP LID SECURE	LEGAL NOTICE	NO. OF P/PF ITEMS
0 3 1 1	77	3	YES NO	(YES) NO	(YES) NO N/A	YES (NO)	9

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

5*	Safe; Source; Not adulterated; Food separated, protected from contamination. Tasting. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition. Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test papers.	4
(17)	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	(1)
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
(19)	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	(1)
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water: pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	4
28	Plumbing: fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
(29)	Refuse, recyclables, and returnables. Outdoor/indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	(1)

PHYSICAL FACILITIES OK to operate

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items, harborage.	1
34	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	2
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living /sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

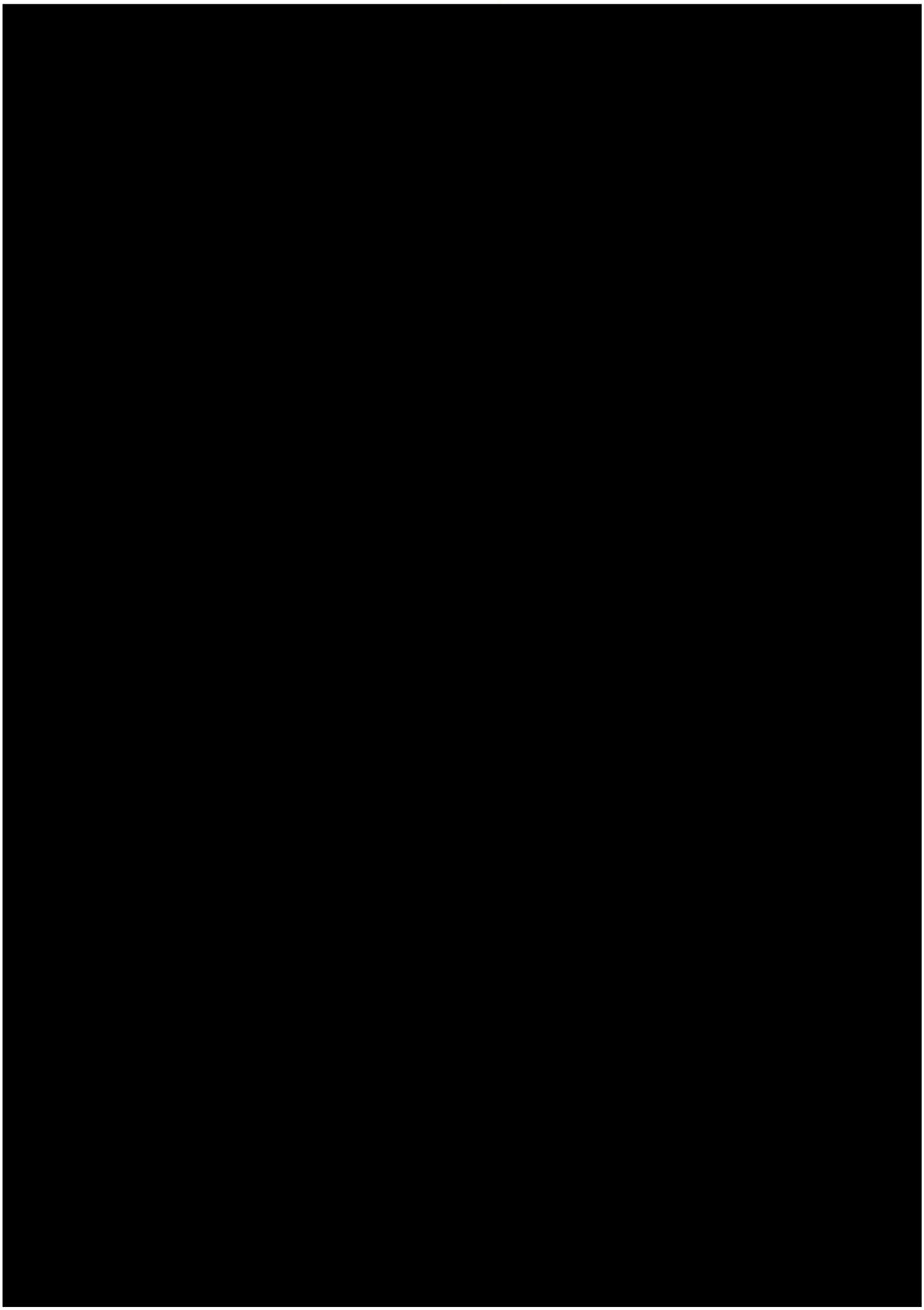
38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5

OK to OPEN

INSPECTED BY:
Name: Sara Moore

RECEIVED BY:
Name: X
Title:

REMARKS #17. All equipment must be clean and sanitized before use
#29. Install weather strip on back door to keep pest from entering the building
#19. Repair leak on dish washer and sprayer arm in ware washing area
* Must seal to have hose on site and Place Vacuum breaker on the outlets for dumpster Pad
Started Inspection 03/05/26 finish 03/13/26









2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

FIRST WATCH RESTAURANTS INC
DBA FIRST WATCH RESTAURANT

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R009495262	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Jennifer Byrd
Deputy Commissioner

NAICS CODE: 722513

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2301 COBBS FORD RD PRATTVILLE AL 36066-7705
2920 ZELDA RD STE E MONTGOMERY AL 36106-2608
3060 S MCKENZIE ST FOLEY AL 36535-3460
4741 CHACE CIR STE 105 HOOVER AL 35244-3710
5000 WHITESBURG DR SW STE 200 HUNTSVILLE AL 35802-1627
5479 HIGHWAY 280 S STE 128 BIRMINGHAM AL 35242-2302
700 MONTGOMERY HWY STE 188 VESTAVIA HILLS AL 35216-1879
7224 EASTCHASE PKWY MONTGOMERY AL 36117-6869
725 SCHILLINGER RD S MOBILE AL 36695-8909
8156 HIGHWAY 72 W MADISON AL 35758-9568
8725 PENDERY PL STE 201 BRADENTON FL 34201-2140

Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0231605461
Feb 08, 2018 LTR 147C
65-0543723

FIRST WATCH RESTAURANTS INC
8027 COOPER CREEK BLVD
UNIVERSITY PARK FL 34201-3002 997

Taxpayer Identification Number: 65-0543723

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of February 8th, 2018.

Your Employer Identification Number (EIN) is 65-0543723. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Sherrill
1002827839
Customer Service Representative

POWER OF ATTORNEY

FIRST WATCH RESTAURANTS, INC., a Florida corporation seeking to open and operate a full-service restaurant location at 725 Schillinger Road S, Mobile, AL 36695 (the "Premises"), hereby appoints and empowers **BRANDON MEADOWS and JOHN P. THOMAS II at the GRAYROBINSON, P.A. law firm** as its true and lawful attorneys-in-fact to receive or obtain any and all information from local and state officials in Alabama relating to the application for a Restaurant Liquor License at the Premises; to confer with the Alabama Alcoholic Beverage Control Board and the City of Mobile, Alabama regarding the application for a Restaurant Liquor License at the Premises; and to have full power to perform any act or acts necessary and appropriate for the processing and submission of such license and permit applications before licensing authorities in Alabama.

It is the specific intent of the undersigned that the power conferred on its attorneys-in-fact will be exercisable from the date of this instrument and shall continue in full force and effect until December 31, 2026.

IN WITNESS WHEREOF, it has executed this power of attorney on November 21, 2025.

FIRST WATCH RESTAURANTS, INC.

By: _____

Name: Jay Wolszczak

Title: Secretary and Chief Legal Officer

STATE OF Florida)
) SS:
)

Sworn to and subscribed before me this 21 day of November, 2025, by Jay A Wolszczak who is personally known to me.

_____
Notary Public

(SEAL) Notary Public State of Florida Rochelle D Butler My Commission HH 427225 Expires 11/24/2027

My commission expires: 11/24/2027

#65365930 v1

POWER OF ATTORNEY.

FIRST WATCH RESTAURANTS, INC., a Florida corporation seeking to open and operate a full-service restaurant location at 725 Schillinger Road S, Mobile, AL 36695 (the "Premises"), hereby appoints and empowers **SHELBY LOVETERE at FIRST WATCH RESTAURANTS, INC.** as its true and lawful attorneys-in-fact to receive or obtain any and all information from local and state officials in Alabama relating to the application for a Restaurant Liquor License at the Premises; to confer with the Alabama Alcoholic Beverage Control Board and the City of Mobile, Alabama regarding the application for a Restaurant Liquor License at the Premises; and to have full power to perform any act or acts necessary and appropriate for the processing and submission of such license and permit applications before licensing authorities in Alabama.

It is the specific intent of the undersigned that the power conferred on its attorneys-in-fact will be exercisable from the date of this instrument and shall continue in full force and effect until December 31, 2026.

IN WITNESS WHEREOF, it has executed this power of attorney on November 21, 2025.

FIRST WATCH RESTAURANTS, INC.

By: _____

Name: Jay Wolszczak

Title: Secretary and Chief Legal Officer

STATE OF Florida)
) SS:
)

Sworn to and subscribed before me this 21 day of November, 2025, by Jay A Wolszczak who is personally known to me.

_____
Notary Public

(SEAL)

Notary Public State of Florida
Rochelle D Butler
My Commission HH 427225
Expires 11/24/2027

My commission expires: 11/24/2027

#65365788 v1

Docusign Envelope ID: EF7CEF02-6E86-4347-B550-50AA3ED83CF8

SUMMARY OF LEASE

EFFECTIVE DATE: August 27, 2025

LANDLORD: COT 725 Mobile LLC

ADDRESS: c/o Christopher Sanz
200 S. Biscayne Boulevard
Seventh Floor
Miami, Florida 33131-5310

TENANT: First Watch Restaurants, Inc.

ADDRESS: 8725 Pendery Place, Suite 201
Bradenton, Florida 34201

PREMISES: Approximately 1.37 acres of land as legally described on, Exhibit "A" attached hereto and made a part hereof

BUILDING: 725 Schillinger Road S

STREET ADDRESS OF PREMISES: 725 Schillinger Road S
Mobile, AL 36695

INITIAL TERM OF LEASE: Approximately One Hundred Eighty (180) Months

TERM COMMENCEMENT: As provided in Section 2(a)

RENT COMMENCEMENT DATE: As provided in Section 4(b)

ESTIMATED DELIVERY DATE: Ten (10) days after the date Tenant receives all of Tenant's Permits. Exhibit "D"

OUTSIDE DELIVERY DATE: One Hundred Twenty (120) days after the Estimated Delivery Date. Exhibit "D"

RENT SUMMARY:

Lease Year	Area of Premises	Base Rent/ sq. ft.	Annual Base Rent	Monthly Installment of Base Rent
1–5	6,700	$33.58	$225,000.00	$18,750.00
6-10	6,700	$36.94	$247,500.00	$20,625.00
11-15	6,700	$40.63	$272,250.00	$22,687.50

OPTIONS: Pursuant to Section 2(c), three (3) renewal terms of five (5) years each with 180 days' notice.

RENEWAL RATE:

Lease Year	Area of Premises	Base Rent/ sq. ft.	Annual Base Rent	Monthly Installment of Base Rent

16-20	6,700	$44.70	$299,475.00	$24,956.25
21-25	6,700	$49.17	$329,422.50	$27,451.88
26-30	6,700	$54.08	$362,364.75	$30,197.06

TENANT IMPROVEMENT ALLOWANCE: $500,000.00. Exhibit "D".

LANDLORD'S CONTACTS FOR TENANT'S INITIAL CONSTRUCTION/BUILD OUT:

Landlord's Representative:

Christopher Sanz
Phone: 305-960-8979
Email: csanz@orionmiami.com

Landlord's Construction Contact:

N/A

Landlord's Property Manager:

Rumel Ramos
200 S. Biscayne Boulevard
Seventh Floor
Miami, Florida 33131-5310
[redacted]

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Effective Date set forth in the Summary of Lease, by and between COT 725 MOBILE LLC, a Delaware limited liability company ("Landlord"), and FIRST WATCH RESTAURANTS, INC., a Florida corporation ("Tenant").

WITNESSETH:

1. PREMISES.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord hereby leases to Tenant certain premises (the "Premises") in the Building known as 725 Schillinger Road S ("Shopping Center") in the County of Mobile, State of Alabama, which Landlord hereby represents approximately 1.37 acres of land which contains a building of approximately 6,700 square feet with the cooler/freezer on the outside of the building (Tenant shall construct and shall responsible for the construction cost to match exterior of building), as shown on the site plan of the Building (the "Site Plan") attached hereto as, and as legally described on, Exhibit "A" attached hereto and made a part hereof. The Premises shall consist of the Premises GLA set forth in the Summary of Lease, as generally shown on the drawing attached hereto as Exhibit "B".

Tenant shall be permitted to use the area designated on Exhibit "A" as the "Outdoor Seating Area" as an outdoor dining area utilizing Tenant's standard patio set-up, including tables, chairs and umbrellas as shown on the Approved Plans (as such term is defined in Exhibit "D"). The Outdoor Seating Area shall be considered a part of the Premises for all purposes of this Lease.

2. TERM.

(a) Commencement and Term.

Provided that Landlord and Tenant shall be bound by and shall observe and comply with all terms, provisions and covenants of this Lease (unless otherwise specifically set forth herein) from and after the date hereof, the term of this Lease shall commence upon the Rent Commencement Date (as defined in Section 4(b) below) (the "Commencement Date"). Subject to Section 2(c) below, the term of this Lease shall end on the last day of the fifteenth (15th) Lease Year (as hereinafter defined) (the "Initial Term"), unless extended or sooner terminated pursuant to the terms and provisions of this Lease (the "Expiration Date"). The Initial Term and any Renewal Terms are collectively referred to as the "Term".

(b) Lease Year.

The term "Lease Year" as used herein shall mean each of the following periods during the Term. The first (1st) Lease Year shall mean the period commencing on the Rent Commencement Date and ending on the last day of the twelfth (12th) consecutive full calendar month thereafter. Each subsequent Lease Year shall begin on the day after the expiration of the previous Lease Year and shall end on the first anniversary of the day on which the previous Lease Year expires.

(c) Renewal Options.

Tenant shall be entitled to three (3) renewal options of five (5) Lease Years each. In order to exercise a renewal option, there must be no existing Tenant monetary default beyond any applicable notice and cure period under this Lease, and Tenant must deliver written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term. During the renewal terms all of the terms, provisions and conditions of this Lease shall apply.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COT 725 MOBILE LLC, a Delaware limited liability company

By: _____
Name: Joseph A Sanz
Title: Manager

[TENANT SIGNATURE PAGE FOLLOWS]

TENANT:

FIRST WATCH RESTAURANTS, INC., a Florida corporation

By: Chris Tomasso
Name: Chris Tomasso
Title: CEO

and

By: Jay Wolszczak
Name: Jay Wolszczak
Title: Chief Legal Officer

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

LOT-A RESUB OF LOT 1 TOWNE CENTRE MBK 85/37 #SEC 30 T4S R2W #MP28 09 30 2 000

Parcel Number: 28 09 30 2 000 001.010
Key Number: 2991846

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **First Watch Restaurants, Inc.**

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.

Notary Public State of Florida
Rochelle D Butler
My Commission HH 427225
Expires 11/24/2027

Sworn to and subscribed before me this 13th day of November 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Rochelle D. Butler		11/24/2027

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
COT 725 MOBILE LLC	**Jay A. Wolszczak**
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
200 S Biscayne Blvd., 7th Flr.	**725 Schillinger Road S**
City, State, Zip	City, State, Zip
Miami FL 33131	**Mobile AL 36695**
Date Agreement Signed	Date Agreement Signed
	11/13/2025

Revision Date 10.23.2023

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-170191-2026
Issue Date: 03/23/2026

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022809302000001.010.	725 Schillinger Rd S	

Business Name	Issued To	Zoning Districts
FIRST WATCH RESTAURANT, INC dba FIRST WATCH #1223	Name: CHRISTOPHER TOMASSO Company: FIRST WATCH RESTAURANT, INC dba FIRST WATCH #1223 Address: 725 Schillinger Rd S MOBILE, AL 36695 [redacted]	B-3

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date: N/A	☐ 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)
First Watch Restaurants, Inc.	**First Watch Restaurant #1223**

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
725 Schillinger Road S	**Mobile**	**AL**	**36695**

Business Contact Person Information

Name	Title	Phone	Email
Shelly Butler	**Licensing Manager**	**(941) 500-1987**	**sbutler@firstwatch.com**

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
7,123	103	24	Yes	B-3	Yes

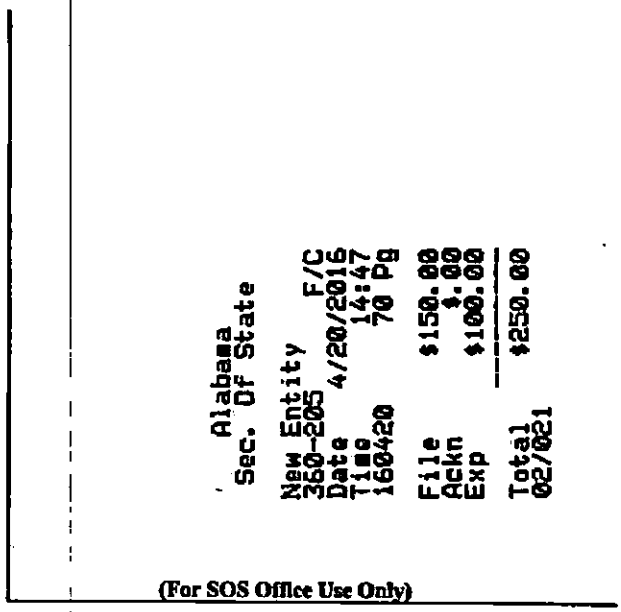
Comments

Print Name	Signature	Date
Tiffany Green	Tiffany Green	03/24/2026

STATE OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT) APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Application for Registration along with articles of incorporation or formation duly certified by the official having custody of corporate records in the jurisdiction where the entity was formed pursuant to Section 10A-1-7.04, Code of Alabama 1975.



INSTRUCTIONS: Mail or fax two (2) signed originals of this completed Application for Registration, the documentation referred to in items 3 and 11 below, and the filing fee of $150.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama, 36103-5616** or fax to 334-240-3138. The entity will not be registered if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

◉ Business/For-Profit Corporation ○ Non-Profit Corporation

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/incorporated:

   First Watch Restaurants, Inc.

2. The name of the foreign entity for use in Alabama, if the legal name above is not available in Alabama or the name does not comply with Article 5 of Title 10A. The name must contain the word "corporation" or "incorporated" or an abbreviation of one of the words and satisfy the requirements of 10A-1-7.07:

3. A copy of the name registration letter from the Office of the Alabama Secretary of State is attached.

4. Entity's jurisdiction of formation: Delaware

5. Date of the entity's formation in state/country of jurisdiction: 10 / 20 / 1994 (MM/DD/YYYY)

6. The undersigned certifies that the foreign entity exists as a valid entity of the type stated above under the laws of the entity's jurisdiction of formation.

7. The date the foreign entity began or will begin transacting business in Alabama: 05 / 20 / 2016 (MM/DD/YYYY)

8. Street (**No PO Boxes**) Address of principal office: 8027 Cooper Creek Blvd. #103, University Park, FL 34201

Mailing Address (if different)

RECEIVED
DATE 9:33A
APR 20 2016
SECRETARY OF STATE
OF ALABAMA

FOREIGN CORPORATION (BUSINESS OR NON-PROFIT)
APPLICATION FOR REGISTRATION

9. Name of registered agent for service of process (**MUST** be physically located in Alabama): C T Corporation System

10. Street (**No PO Boxes**) Address of initial registered office (**MUST** be physically located in Alabama):

2 North Jackson Street, Suite 605, Montgomery, AL 36104

Mailing Address in Alabama (if different)

11. A copy of the foreign entity's articles or certificate of incorporation or association, or other certificate of formation and all amendments thereto duly certified by the Secretary of State or other official having custody of corporate records in the state or other jurisdiction under whose law the entity is incorporated is attached.

4/18/16
Date

Julie Carosella, Assistant Secretary
Typed or Printed Name and Title of Signature Below

Julie Carosella
Signature of Person Authorized to Sign per 10A-1-4.01, *Alabama Code*

In order to review the sections of the *Code of Alabama 1975* referred to in this filing form you may access www.sos.alabama.gov and click the Government Records tab. Choose the Code of Alabama link to review.

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:

First Watch Restaurants, Inc.

This name reservation is for the exclusive use of First Watch Restaurants, Inc., 8027 Cooper Creek Blvd. #103, University Park, FL 34201 for a period of one year beginning April 14, 2016 and expiring April 14, 2017

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.

April 14, 2016

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES721066

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "FIRST WATCH RESTAURANTS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTIETH DAY OF OCTOBER, A.D. 1994, AT 11:30 O`CLOCK A.M.

RESTATED CERTIFICATE, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2004, AT 8:14 O`CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2004, AT 8:15 O`CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2004, AT 8:16 O`CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005, AT 12:51 O`CLOCK P.M.

Alabama
Sec. Of State

New Entity F/C
360-205 4/20/2016
Date 14:47
Time 70 Pg
160420

File $150.00
Ackn $.00
Exp $100.00

Total $250.00
02/021

2445761 8100H
SR# 20162326785

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202157153
Date: 04-15-16

Delaware

The First State

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005 AT 5 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005, AT 12:52 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005 AT 5 O'CLOCK P.M.

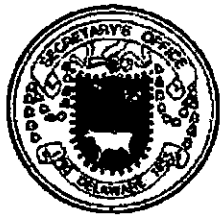
CERTIFICATE OF OWNERSHIP, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005, AT 12:53 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005 AT 5 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005, AT 12:54 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF SEPTEMEBER, A.D. 2005 AT 5 O'CLOCK P.M.





2445761 8100H
SR# 20162326785

Authentication: 202157153
Date: 04-15-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

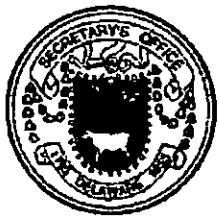
The First State

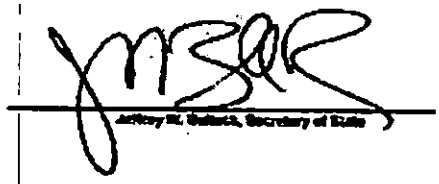
CERTIFICATE OF AMENDMENT, FILED THE THIRTEENTH DAY OF APRIL, A.D. 2007, AT 1:21 O`CLOCK P.M.

CERTIFICATE OF DESIGNATION, FILED THE SEVENTEENTH DAY OF APRIL, A.D. 2007, AT 1:49 O`CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2011, AT 8:17 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "FIRST WATCH RESTAURANTS, INC.".





2445761 8100H
SR# 20162326785

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202157153
Date: 04-15-16

FILED 11:30 AM 10/20/1994
944199773 - 2445761

CERTIFICATE OF INCORPORATION

OF

FIRST WATCH RESTAURANTS, INC.

FIRST: The name of the Corporation is First Watch Restaurants, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is The Company Corporation, Three Christina Centre, 201 N. Walnut Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Company Corporation.

THIRD: The name and mailing addresses of the Incorporators of the Corporation are as follows:

Kenneth L. Pendery, Jr.
4528 Spring Flower Court
Sarasota, Florida 34233

Ronald D. Hendrix
14104 Canterbury
Leewood, Kansas 66224

John M. Sullivan
1742 Peregrine Point Drive
Sarasota, Florida 34231

The powers of the Incorporators shall terminate upon the filing of this Certificate of Incorporation.

FOURTH: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FIFTH: (A) The total number of shares of stock which the Corporation shall have authority to issue shall be Thirteen Thousand Five Hundred (13,500) shares of common stock, with no par value, which shares shall be designated and classified as follows:

ONE HUNDRED (100) shares of CLASS A VOTING Common Stock ("Class A Stock").

THIRTEEN THOUSAND FOUR HUNDRED (13,400) shares of CLASS B NONVOTING Common Stock ("Class B Stock").

Alabama
Sec. Of State
New Entity
360-205 F/C
Date 4/20/2016
Time 14:47
160420 70 Pg
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
02/021

Each holder of Class A Stock shall be entitled to one vote for each share of Class A Stock standing in his or her name on the Corporation's books on the date fixed for the determination of voting rights.

At each election of directors, each holder of Class A Stock shall have as many votes as the number of shares of Class A Stock owned by him or her multiplied by the number of directors to be elected by the holders of the Class A Stock in such election. Such votes may be equally divided among the total number of directors to be elected by the holders of Class A Stock in such election, or distributed among any lesser number, in such proportion as the holder may desire.

The holders of the Class B Stock shall have no voting rights, except as may be required by law.

(B) The holders of Class A Stock shall have the preemptive right to subscribe to and to purchase, at such prices and upon such terms and conditions as shall be fixed by the Board of Directors of the Corporation, any and all additional shares of the Class A Stock or Class B Stock of the Corporation which may at any time be issued, or to any security of the Corporation convertible into such shares of Class A Stock and/or Class B Stock. Such preemptive right: (i) with respect to Class A Stock, shall be exercised in the proportion to which their holdings of Class A Stock bears to the entire outstanding Class A Stock of the Corporation; and (ii) with respect to Class B Stock, shall be exercised in the proportion to which their aggregate holdings of Class A Stock and Class B Stock bear to the entire outstanding Class A Stock and Class B Stock of the Corporation.

(C) Except as provided in (A) and (B) above, all shares of Class A Stock and Class B Stock will be identical and will entitle the holders thereof to the same rights and privileges.

SIXTH: The names and mailing addresses of the persons who are to serve as directors of the Corporation until the election and qualification of their successors are as follows:

Kenneth L. Pendery, Jr.
[redacted]

Ronald D. Hendrix
[redacted]

John M. Sullivan
[redacted]

SEVENTH: No election of directors of the Corporation is required to be by written ballot, unless otherwise determined pursuant to the Bylaws of the Corporation.

EIGHTH: No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

NINTH: Holders of all the stock of the Corporation shall be furnished with such information concerning the affairs of the Corporation and shall have such access to the books and records of the Corporation, as shall be required of the Corporation in accordance with the General Corporation Law of Delaware, including Section 220 thereof; provided, however, that any stockholder who shall be engaged in activities competitive to the Corporation or employed by a competitor of the Corporation shall not be entitled to have access to any information concerning the affairs of the Corporation or access to any books and records of the Corporation which

could be utilized to the competitive disadvantage of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the incorporators hereinbefore named, for the purpose of organizing a corporation pursuant to the General Corporation Law of the State of Delaware, do hereby make and subscribe this Certificate of Incorporation of First Watch Restaurants, Inc.

Date: October 17, 1994

Kenneth L. Pendery, Jr.

Ronald D. Hendrix

John M. Sullivan

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:14 AM 09/21/2004
FILED 08:14 AM 09/21/2004
SRV 040679703 - 2445761 FILE

FIRST WATCH RESTAURANTS, INC.

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

First Watch Restaurants, Inc., a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "Corporation"), hereby certifies as follows:

The name of this corporation is First Watch Restaurants, Inc. and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on October 20, 1994.

The Amended and Restated Certificate of Incorporation in the form of Exhibit A attached hereto has been duly adopted by written consent of the stockholders of the Corporation in accordance with the provisions of Sections 242, 245, and 228 of the General Corporation Law of the State of Delaware ("Delaware Corporate Law"), and prompt written notice will be duly given pursuant to Section 228 of Delaware Corporate Law.

The text of the Amended and Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as set forth in Exhibit A attached hereto.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been signed this 16 day of September, 2004.

FIRST WATCH RESTAURANTS, INC.

By: _____
Name: Kenneth L. Pendery, Jr.
Title: President

Exhibit A

Alabama
Sec. Of State
New Entity F/C
360-205 4/20/2016
Date 14:47
Time 70 Pg
160420
File $150.00
Ackn $.00
Exp $100.00
Total $250.00
02/021

CERTIFICATE OF INCORPORATION
OF
FIRST WATCH RESTAURANTS, INC.

FIRST

The name of the corporation (hereinafter sometimes referred to as the "Corporation") is "First Watch Restaurants, Inc."

SECOND

The address of the registered office of the Corporation in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH

The aggregate number of all classes of shares which the Corporation shall have authority to issue is four million one hundred thousand (4,100,000) shares of common stock, par value of $0.01 per share (the "Common Stock"), and three million one hundred thousand (3,100,000) shares of preferred stock, par value of $0.01 per share (the "Preferred Stock"). The Board of Directors of the Corporation (the "Board of Directors") is expressly authorized to provide for the issuance or designation of shares of Preferred Stock in one or more series and to fix the number of shares for such issuance or designation. The designations, rights, preferences, privileges, limitations or restrictions of any series of Preferred Stock shall be stated and expressed in a

Certificate of Designations which shall be filed with the Secretary of State of the State of Delaware.

Except as otherwise expressly provided herein or as required by law, the holders of the Common Stock and the Preferred Stock shall vote together and not as separate classes. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Preferred Stock held by such holder of Preferred Stock could then be converted. The holders of shares of Preferred Stock shall be entitled to vote on all matters on which the holders of shares of Common Stock shall be entitled to vote. The holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Each holder of shares of Common Stock shall be entitled to vote one vote for each share of Common Stock held by such holder.

FIFTH

In furtherance and not in limitation of the power conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation. Any Bylaws made by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders, and the powers conferred in this Article Fifth shall not abrogate the right of the stockholders to adopt, amend and repeal the Bylaws.

SIXTH

To the fullest extent permitted by the Delaware General Corporation Law as the same exists or may hereafter be amended, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for the breach of a fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involved intentional

misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transactions from which the director derived an improper personal benefit.

The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor of the Corporation to the same extent as permitted under the preceding paragraph.

Neither any amendment nor repeal of this Article Sixth, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article Sixth in respect of any matter occurring or any action or proceeding accruing or arising or that, but for this Article Sixth, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

SEVENTH

Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board of Directors, the chairman of the Board of Directors, the

president of the Corporation or holders of record of fifty-one percent (51%) or more of the Common Stock. Special meetings of the stockholders of the Corporation may not be called by any other person or persons.

EIGHTH

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the General Corporation Law of the State of Delaware. All rights conferred upon stockholders herein are granted subject to this reservation.

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:14 AM 09/21/2004
FILED 08:15 AM 09/21/2004
SRV 040679706 - 2445761 FILE

CERTIFICATE OF DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL AND OTHER SPECIAL RIGHTS AND QUALIFICATIONS, LIMITATIONS AND RESTRICTIONS

OF

SERIES A REDEEMABLE CONVERTIBLE PREFERRED STOCK

OF

FIRST WATCH RESTAURANTS, INC.

Pursuant to Section 151 of the

General Corporation Law of the State of Delaware

First Watch Restaurants, Inc., a Delaware corporation (the "Company"), hereby certifies that, pursuant to the authority contained in its Certificate of Incorporation (the "Certificate of Incorporation") and in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Board of Directors of the Company (the "Board"), by unanimous written consent dated SEPT. 15, 2004, duly adopted the following resolution, which resolution remains in full force and effect as of the date hereof:

RESOLVED, that pursuant to the authority vested in the Board and in accordance with the provisions set forth in Article IV of its Certificate of Incorporation, there is hereby established a series of authorized preferred stock of the Company having a par value of $0.01 per share, which series shall (i) be designated as "Series A Redeemable Convertible Preferred Stock" (the "Series A Preferred Stock"), (ii) consist of one million one hundred thousand (1,100,000) shares and (iii) have the following voting powers, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof:

1. CERTAIN DEFINITIONS.

Unless the context otherwise requires, the terms defined in this Section 1 shall have, for all purposes of this resolution, the meanings herein specified.

"Affiliate" shall have the meaning set forth for such term in the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Business Day" means any day other than a Saturday or Sunday or any United States federal holiday.

RESOLUTION

Sponsored by: CORY PENN – District 1

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 **1902 CLINTON AVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1902 CLINTON AVE** described as:

COMG NW COR CLINTON ST & CARLETON AVE THEN W-LY ALG N/L CLINTON ST 65.8 FT TO POB CONT WLY ALG N/L 50 FT TH NLY 152.5 FT TH ELY 48 FT TH SLY 152.5 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 277

Last Assessed to: MCCANTS CHARLIE, CLARENCE YORK JR, JENNIE LETT, C/O MCCANTS CHARLIE, CLARENCE YORK JR, JENNIE LETT, DOLLIE DAVIS & LEOLA WILLIAMS

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 30, 2026

MOBILE
ALABAMA

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, April 7, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1902 CLINTON AVE.** OWNED BY OR MAY HAVE AN INTEREST: **MCCANTS CHARLIE, CLARENCE YORK JR, JENNIE LETT, C/O MCCANTS CHARLIE, CLARENCE YORK JR, JENNIE LETT, DOLLIE DAVIS & LEOLA WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 023 277
COUNCIL DISTRICT 1 – Cory Penn
LEGAL DESCRIPTION: COMG NW COR CLINTON ST & CARLETON AVE THEN W-LY ALG N/L CLINTON ST 65.8 FT TO POB CONT WLY ALG N/L 50 FT TH NLY 152.5 FT TH ELY 48 FT TH SLY 152.5 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023

GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1902 CLINTON AVENUE

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	9-9-25	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-15-25

Motion 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 2-2-2026

Property Address: 1902 CLINTON AVE **District No:** 1

☐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 30 2026 07:36


MAR 30 2026 07:39


MAR 30 2026 07:39


MAR 30 2026 07:39


MAR 30 2026 07:38


MAR 30 2026 07:38


MAR 30 2026 07:38


MAR 30 2026 07:38


MAR 30 2026 07:37


MAR 30 2026 07:37


MAR 30 2026 07:38


MAR 30 2026 07:39

Affidavit of Mailed Notice

March 30, 2026

State of Alabama
County of Mobile

Subject Property – 1902 Clinton Avenue.

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 **25** 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

Owner
1902 Clinton Avenue
Mobile AL 36617-3413

February 12, 2026

RE: 1902 Clinton Avenue
Project Number: ME-061-25

Dear Owner:

On February 2, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 1902 Clinton Avenue.

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

COMG NW COR CLINTON ST & CARLETON AVE THEN W-LY ALG N/L CLINTON ST 65.8 FT TO POB CONT WLY ALG N/L 50 FT TH NLY 152.5 FT TH ELY 48 FT TH SLY 152.5 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 277

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 29, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 29, 2026,** provide the Code Official with a work plan to accomplish the repairs by **March 29, 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 29, 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 April 7, 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1902 Clinton Avenue** Date: December 1, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 17, 2025

Per the Title Report, the owner is: Charlie McCants, Clarence York, Jr., Jennie Lett, Dollie Davis, and Leola Williams.

Notes: Clarence D. York and Ora D. York owned the property. Clarence died 3/31/1985 leaving Ora D. York as sole owner. Ora died 2/1990 leaving the property per Executor's Deed to Charlie McCants, Clarence York, Jr., Jennie Lett, Dollie Davis, and Leola Williams. The Executer's deed mentioned an estate of Ora. There was no case found in Mobile Alabama. All the owners now listed are deceased. Each of the deceased heirs had 1/5 of interest in the property. Their heirs have an unknown interest in the property. Genealogy was unable to locate full obits for some of the deceased. I called several relatives and left messages. I spoke to James Bradley. He advised he would give Tricia a message. This was on 11/25/2025. I have tried calling again on 12/1/2025 with no luck. He and Tricia Bradley have been paying the taxes for over 20 years. Tricia Bradley is the great niece of Ora D. York. She is the granddaughter of Charlie McCants and daughter of Doretha Davison. I listed all the living heirs of Ora D. York. I spoke to George McCants, son of Charlie McCants on 12/1/2025. He was only able to give me information on what I already had. He only knew 4 children of Doretha, his sibling. He stated Archie had 3 children but was unaware of names and location. Could not positively identify Leola Williams in Cincinnati Ohio.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1 ✓	Owner 1902 Clinton Ave Mobile AL 36617-3413	Subject/Location address
2 ✓	George McCants 5782 County Road 17 Franklin AL 36444-5010	Son of Charlie McCants, Nephew of Ora D. York. Phone numbers are 251-282-4928, 251-282-4289, and 251-362-2705 (good contact) good 2025. LexisNexis address good 2025
3 ✓	Charles McCants PO Box 577 Monroeville AL 36461-0577	Son of Charlie McCants, Nephew of Ora D. York. Phone numbers are 251-743-2281, 251-575-2541 good 2025. LexisNexis address good 2025.

4	Charles McCants 1258 S Alabama Ave Monroeville AL 36460-3002	LexisNexis address good 2025
5 ✓	Lyvette McCants Sarah Harris 439 47th Ave Bellwood IL 60104-1723	Wife of Archie McCants, LexisNexis address good 10/2025 – Phone numbers are 708-493-9663 good 2023.
6 ✓	Eric McCants Phillip McCants 2528 S 18th Ave Broadview IL 60155-3932	Son of Archie McCants. LexisNexis address good 10/2025 – Phone numbers are 630-215-5569, 630-605-2138 and 847-698-0461 good 2025.
7 ✓	Eric McCants 1804 Marguerite St Park Ridge IL 60068-1941	LexisNexis address good 11/2025
8 ✓	Phillip McCants 570 Inverness Rd Lisle IL 60532-2477	Son of Archie McCants. LexisNexis address good 10/2025. Phone numbers are 630-796-2312, 630-202-8520 and 708-261-8700 good 2025
9 ✓	Angela McCants 1684 Trails End Ln Bolingbrook IL 60490-3288	Daughter of Archie McCants/. LexisNexis address good 10/2025 – Phone number is 708-415-1858 good 2025
10 ✓	Gladys Edwards 7324 White Bluff Ct Montgomery AL 36117-4791	Daughter of Charlie McCants, Niece of Ora D. York. LexisNexis address good 10/2025. Phone numbers are 303-525-7710 and 708-209-5799 good 2025
11 ✓	Michael Davis PO Box 1005 Thomasville AL 36784-1005	Son of Doretha, LexisNexis address good 2022
12 ✓	Gregory Davis 505 Overlook Dr Monroeville AL 36460-2135	Son of Doretha, LexisNexis address good 10/2025 – Phone number is 251-575-2629 good 2025
13	Jeremy Davison 18 Pleasant View Dr Waynesboro VA 22980-7449	Son of Doretha, LexisNexis address good 10/2025. Phone numbers are 501-940-9521 and 540-886-0513 good 2025.

TAX STATUS: 2025 TAXES ARE DUE – 2024 TAXES HAVE LIEN FROM REPO INVESTMENTS LLC

24	Repo Investments LLC 1428 Ridge St-Ste 187 Kissimmee FL 34744-1565	Tax Lien Holder for 2024 per Revenue Commission – verified address through redemption department 11/18/2025 with Barbara O'Bryant.
25	Repo Investments LLC c/o Goal Bridge Group 2354 E Irlo Bronson Mem Hwy Kissimmee FL 34744	Registered Agent

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: CORY PENN – District 1

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 **2754 HAAS AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2754 HAAS AVENUE** described as:

LOTS 47 & 48 HAAS PL DBK 153 P 266 #SEC 18 T4S R1W #MP29 08 18 4 001

Parcel Number: 29 08 18 4 001 004

Last Assessed to: GREATER NEW TESTAMENT MISSIONARY BAPTIST CHURCH INC

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 30, 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, April 7, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2754 HAAS AVENUE.** OWNED BY OR MAY HAVE AN INTEREST**: GREATER NEW TESTAMENT MISSIONARY BAPTIST CHURCH INC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 4 001 004
COUNCIL DISTRICT 1 – Cory Penn
LEGAL DESCRIPTION: LOTS 47 & 48 HAAS PL DBK 153 P 266 #SEC 18 T4S R1W #MP29 08 18 4 001

GJ/WA

City of Mobile
Blight Survey 2025

Report Date: Tuesday, May 13, 2025

Property Address

2754 HAAS AVE

Property Details

PARCEL KEYX	00846883	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Commercial	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	4/15/2025	COMMENTS	

Property Score

SCORE ~~52~~ 56

SCORE DISCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-9-25

Voted 4 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDE.. **Date:** 2-2-2026

Property Address: 2754 HAAS AVE **District No:** 1

☐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 30 2026 07:19


ESTAMENT MISSIONARY
BAPTIST CHURCH
MAR 30 2026 07:20


MAR 30 2026 07:22


MAR 30 2026 07:20


MAR 30 2026 07:21


MAR 30 2026 07:21


MAR 30 2026 07:21


MAR 30 2026 07:21


MAR 30 2026 07:22


MAR 30 2026 07:22


MAR 30 2026 07:22

Affidavit of Mailed Notice

March 30, 2026

State of Alabama
County of Mobile

Subject Property – 2754 Haas Avenue.

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 **1** 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

Greater New Testament Missionary Baptist Church, Inc., a corporation.
2754 Haas Avenue
Mobile L 36607-2705

February 12, 2026

Re: 2754 Haas Avenue
Project Number: ME-028-25

Dear Greater New Testament Missionary Baptist Church, Inc., a corporation.:

On February 2, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 2754 Haas Avenue.

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

LOTS 47 & 48 HAAS PL DBK 153 P 266 #SEC 18 T4S R1W #MP29 08 18 4 001

Parcel Number: 29 08 18 4 001 004

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 29, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 29, 2026,** provide the Code Official with a work plan to accomplish the repairs by **March 29, 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 29, 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 April 7, 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2754 Haas Avenue** Date: July 18, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 2, 2025

Per the Title Report, the owner is: Greater New Testament Missionary Baptist Church, Inc., a corporation.

Notes: The title report states that the title clerk could not locate business in probate records or office of the Alabama Secretary of State.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Greater New Testament Missionary Baptist Church, Inc., a corporation. 2754 Haas Avenue Mobile L 36607-2705	Subject/location property - Revenue Commission mailing address good 2005-2026

TAX STATUS: 2024 TAXES EXEMPT (CHURCH)

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: SAMANTHA INGRAM – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **311 CALHOUN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **311 CALHOUN STREET** described as:

BEG AT A PT ON W/S OF CALHO UN ST 26 FT S OF SW COR OF CALHOUN & BASIL ST RUN TH SLY ON W/S OF CALHOUN ST 38 FT RUN TH WLY & PAR WITH BASIL ST 81 FT RUN TH NLY & PAR WITH CALHOUN ST 38 FT RUN TH ELY 81 FT TO PL OF BEG ACC TO SURVEY BY HENRY S NORDEN DTD 07/13/46 A COPY IS ATTACHED TO DEED FROM MARTIN A NORDEN TO AVRIL N VAUGHAN DTD 10/4/46 DBK 413 N S P 574 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 405

Last Assessed to: ANKOM JASON
C/O ANKOM JASON

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 30, 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, April 7, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **311 CALHOUN ST.** OWNED BY OR MAY HAVE AN INTEREST: **ANKOM JASON C/O ANKOM JASON** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 004 405
COUNCIL DISTRICT 2 – Samantha Ingram
LEGAL DESCRIPTION: BEG AT A PT ON W/S OF CALHO UN ST 26 FT S OF SW COR OF CALHOUN & BASIL ST RUN TH SLY ON W/S OF CALHOUN ST 38 FT RUN TH WLY & PAR WITH BASIL ST 81 FT RUN TH NLY & PAR WITH CALHOUN ST 38 FT RUN TH ELY 81 FT TO PL OF BEG ACC TO SURVEY BY HENRY S NORDEN DTD 07/13/46 A COPY IS ATTACHED TO DEED FROM MARTIN A NORDEN TO AVRIL N VAUGHAN DTD 10/4/46 DBK 413 N S P 574 #SEC 40 T4S R1W #MP29 06 40 0 004

GJ/WA

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

311 CALHOUN ST

Property Details

PARCEL KEYX	00743930	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Multi-Residential	FLOOD ZONE	N/A

Survey Results

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

Property Score

SCORE ~~40~~ 60

SCORE DISCRIPTION Review Committee

Notes

Roof Collapsed

JC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-16-24

Notice 5 to Of for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 2-2-2026

Property Address: 311 CALHOUN STREET **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

Affidavit of Mailed Notice

March 30, 2026

State of Alabama
County of Mobile

Subject Property – 311 Calhoun Street.

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 **6** 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

Jason Ankom
311 Calhoun Street
Mobile AL 36603-5432

February 12, 2026

RE: 311 Calhoun Street
Project Number: ME-136-24

Dear Jason Ankom:

On February 2, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 311 Calhoun Street.

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

BEG AT A PT ON W/S OF CALHO UN ST 26 FT S OF SW COR OF CALHOUN & BASIL ST RUN TH SLY ON W/S OF CALHOUN ST 38 FT RUN TH WLY & PAR WITH BASIL ST 81 FT RUN TH NLY & PAR WITH CALHOUN ST 38 FT RUN TH ELY 81 FT TO PL OF BEG ACC TO SURVEY BY HENRY S NORDEN DTD 07/13/46 A COPY IS ATTACHED TO DEED FROM MARTIN A NORDEN TO AVRIL N VAUGHAN DTD 10/4/46 DBK 413 N S P 574 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 405

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 29, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 29, 2026,** provide the Code Official with a work plan to accomplish the repairs by **March 29, 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 29, 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 April 7, 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 311 Calhoun Street

Original Date: December 18, 2024

Update Date: February 6, 2026

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2026, REVISED

Per the Title Report, the owner is: Jason Ankom

NOTES: Nothing changed from the original report except the property tax information.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jason Ankom 311 Calhoun St Mobile AL 36603-5432	Subject/location address
2	Jason Ankom 1808 Ward Ct Mobile AL 36617-3723	Owner – Lexis address good 10/2025 – Phone numbers are 251-643-3559, 251-471-3122 and 251-471-4911 good 2026 – Address on Deed 2024017911
3	Jason Ankom 315 Carstens St Mobile AL 36617-3736	Lexis Address good 1/2026
4	Jason Ankom 1157 Harvard Dr Mobile AL 36618-2056	Lexis Address good 12/2024

TAX STATUS: 2025 PROPERTY TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

5	Galaxy International Purchasing, LLC c/o Jason Brady Patrick PO Box 312277 Enterprise AL 36331	Galaxy International Purchasing, LLC vs Jason L Ankom, filed 6/28/2023, recorded 12/13/2024, instrument number 2024076319.
6	Kingdom of Faith 457 Houston St Mobile AL 36605	Kingdom of Faith vs Jason Ankom filed 10/28/2019, recorded 2020040528 – Case No 2018-1223 – redemption case

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of mobile vs Jason Ankom, filed 9/17/2024, recorded 12/13/2024, instrument number 2024076188.


MAR 30 2026 07:49


MAR 30 2026 07:52


MAR 30 2026 07:49


MAR 30 2026 07:50


MAR 30 2026 07:50


MAR 30 2026 07:50


MAR 30 2026 07:51


MAR 30 2026 07:51


MAR 30 2026 07:52


MAR 30 2026 07:52

RESOLUTION

Sponsored by: C J SMALL – District 3

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 **1423 CEDAR PARK 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. 4, 5, 7, 8,14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1423 CEDAR PARK DRIVE** described as:

LOTS 18 CEDAR PARK SUB MBK 5 P 561 #SEC 40 T5S R1W #MP32 08 40 0 001

Parcel Number: 32 08 40 0 001 042

Last Assessed to: WINSTON PATRICIA

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 30, 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, April 7, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1423 CEDAR PARK DRIVE.** OWNED BY OR MAY HAVE AN INTEREST**: WINSTON PATRICIA** 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: 32 08 40 0 001 042
COUNCIL DISTRICT 3 – C J Smalls
LEGAL DESCRIPTION: LOTS 18 CEDAR PARK SUB MBK 5 P 561 #SEC 40 T5S R1W #MP32 08 40 0 001

GJ/WA

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1423 CEDAR PARK 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	06/18/2025	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-15-25

Voted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: W.ALEXANDER **Date:** 2-2-2026

Property Address: 1423 CEDAR PARK DRIVE **District No:** 3

☐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 30 2026 09:00


MAR 30 2026 09:03


MAR 30 2026 09:03


1423
MAR 30 2026 09:04


MAR 30 2026 09:00


MAR 30 2026 09:01


MAR 30 2026 09:01


MAR 30 2026 09:01


MAR 30 2026 09:02


MAR 30 2026 09:02


MAR 30 2026 09:02


MAR 30 2026 09:02

Affidavit of Mailed Notice

March 30, 2026

State of Alabama
County of Mobile

Subject Property – 1423 Cedar Park 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 **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Patricia Winston
1423 Cedar Park Drive
Mobile AL 36605-3552

February 12, 2026

RE: 1423 Cedar Park Drive
Project Number: ME-060-25

Dear Patricia Winston:

On February 2, 2026 an inspection was made by Wendell Alexander, Municipal Enforcement Officer II, at the property known as 1423 Cedar Park Drive.

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

LOTS 18 CEDAR PARK SUB MBK 5 P 561 #SEC 40 T5S R1W #MP32 08 40 0 001

Parcel Number: 32 08 40 0 001 042

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 29, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 29, 2026,** provide the Code Official with a work plan to accomplish the repairs by **March 29, 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 29, 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 April 7, 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) 208-1543.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1423 Cedar Park Drive** Date: November 17, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date:

Per the Title Report, the owner is: Patricia Winston

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Patricia Winston 1423 Cedar Park Dr Mobile AL 36605-3552	Owner – Subject/location address – Phone numbers are 334-220-2328, 334-260-3590 and 251-490-8924 good 2025. LexisNexis address good 2024
2	Patricia Winston 2090 Green Acres Dr Montgomery AL 36106-3465	LexisNexis address good 9/2025 – Revenue Commission address good 2019 through 2026.

TAX STATUS: 2025 TAXES PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

3	New Century Mortgage Corporation 18400 Von Karman Ste 1000 Irvine CA 92612-1514	Mortgage between Patricia Winston and New Century Mortgage dated 6/12/2002, recorded 6/18/2002 in 5175-1978 – 1-800-967-7623 – LexisNexis address good 9/30/2025

Lis Pendens: NONE

RESOLUTION

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Ruby Street be given the honorary name of “Honorary Rev. Elmore Pate Street”.

Adopted:

_____
City Clerk

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

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$1000.00** to **The Miss Alabama Foundation** from District 8 Discretionary Fund (10041020 42080); and

WHEREAS, **The Miss Alabama Foundation** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **The Miss Alabama Foundation** will be used to assist Miss Mobile Bay Organization with their scholarship program.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1000.00** to The Miss Alabama Foundation for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

OFFICE OF THE MAYOR

March 17, 2026

Mrs. Donna Bryars
Interim Finance Director
City of Mobile

Dear Donna,

Please disburse $1,000.00 from the Mayor's Discretionary Funds (DSC-08) to ***Miss Mobile Bay Organization*** to assist with their scholarship program.

The contact person is Larry Andrews, Director. He can be contacted at 850 624-0436, or via email at sunnyboypc@aol.com. The mailing address is P.O. Box 40621, Mobile, AL 36640 Thank you for your attention to this matter.

Sincerely,

Spiro N. Cheriogotis
Mayor

SC/bm

cc: Ricardo Woods, City Attorney
James Barber, Chief of Operations
Tiffany Levy, Fiscal Officer II

The Mobile Bay Organization

2025-2026

Scholarship Organization

Director Larry Andrews

850-624-0436/251-308-3743

A Miss Alabama/Miss America Preliminary

This Program offers talented and driven young women the opportunity to further their educational career through scholarships and personal growth. Candidates gain valuable experience and opportunities to enhance interview skills, talent, poise and confidence.. Our winners will vie for Miss Alabama and Alabama's Teen., where they will have the opportunity to receive additional scholarship awards. We invite you to become an Official Sponsor for Miss Mobile Bay/Jubilee.. We would love your assistance in helping this Scholarship Program grow. We are also in need of Prizes/Gifts for our winners such as Photography, Personal Training, Car Sponsorship, Gift Certificates, Wardrobe Sponsorship, Flowers etc... Please review the Sponsorship's that are available.. We would be thrilled for you to join the Mobile Bay Organization Sponsorship Family.. This year's Competition will be held in the fall.

missmobilebayorg@gmail.com

Scholarship Sponsorship's

Diamond $2500

Platinum $1500-$2000

Gold $1000-$1499

Silver $500-$999

Bronze $150-$499

List Sponsor $50-$100

Payable to:

Miss Mobile Bay Organization

Other Sponorships

Miss Alabama Appearance

Crowns and/Or Sashes

Preliminary Awards

Trophy and Awards

Wardrobe Sponsor

Judges Sponsor

Refreshment Sponsor

Miss Mobile Bay
Larry Andrews
sunnyboypc@aol.com
PO Box 40621
Mobile, AL 36640

Miss Mobile Bay and Jubilee Title Holders



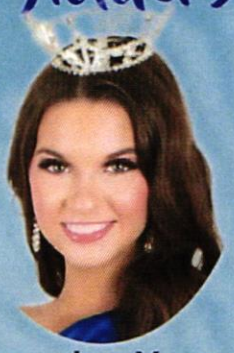
Liliana Geier
Miss Mobile Bay



Mattie Cook
Mobile Bay Teen



Shannon Boutwell
Miss Jubilee



Greenlee Yeager
Jubilee Teen

All Scholarship Sponsorship Money will be used for School Scholarships. They will be sent directly to the School, to the recipient's Account. Scholarships can be named in Honor/Memory/Sponsor.

Sponsorships from $50-$1000+

Other Sponsorships Available

Crowns $300ea/4
Sashes $200ea/4
Awards $500
Talent/Gown Award $100ea/4
Refreshment Sponsor $200
Miss Alabama Appearance $400

We are also looking for Prizes/Gifts for our Winners. If your business would like to do a Prize Donation, please list in Special Instructions.We are happy to pick up, or you can deliver/or request an appearance for pick up. 850-624-0436

Sponsor Name:_____ ___Level:_____

Address:_____Phone:_____

Contact:_____

Special Instructions:_____

_____

All Sponsors get recognition from Stage and Social Media.
All Sponsors $300+ receive Comp Tickets to Event.
All Sponsors will have Picture taken with Winners.

Larry Andrews/Director missmobilebayorg@gmail.com

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* ***Mothers Involved Against Gun Violence,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Mothers Involved Against Gun Violence,*** 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 ***Mothers Involved Against Gun Violence,*** will be used to *assist with upcoming calendar events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Mothers Involved Against Gun Violence,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

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

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$1000.00** to **Mothers Involved Against Gun Violence** from District 8 Discretionary Fund (10041020 42080); and

WHEREAS, **Mothers Involved Against Gun Violence** 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 **Mothers Involved Against Gun Violence** will be used to assist with the Rides Against Gun Violence initiative.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$1000.00** to Mothers Involved Against Gun Violence 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

OFFICE OF THE MAYOR

MOBILE
ALABAMA

March 17, 2026

Mrs. Donna Bryars
Interim Finance Director
City of Mobile

Dear Donna,

Please disburse $1,000.00 from the Mayor's Discretionary Funds (DSC-08) to ***Mothers Against Gun Violence*** to assist with the Rides Against Gun Violence initiative.

The contact person is Nija Hill, Founder. She can be contacted at 251 481-8979, or via email at mothersinvolved2023@gmail.com. The mailing address is 600 McDonough Street, Mobile, AL 36617 Thank you for your attention to this matter.

Sincerely,

Spiro N. Cheriogotis
Mayor

SC/bm

cc: Ricardo Woods, City Attorney
James Barber, Chief of Operations
Tiffany Levy, Fiscal Officer II

Nija Hill
Mothers Involved Against Gun Violence
600 McDonough St
Mobile, AL 36617
(251) 481-8970
February 24, 2026

Donate
$1,000

Mr. James Barber
Chief of Staff
City of Mobile

Dear Mr. Barber,

I hope this message finds you well. My name is Nija Hill, and I am the founder of Mothers Involved Against Gun Violence, a nonprofit organization dedicated to addressing the critical issue of gun violence in our community.

I am writing to request your support for our monthly initiative, Rides Against Gun Violence, which takes place every last Saturday of the month throughout this year. This initiative aims to bring together community members in a show of solidarity against gun violence while raising awareness about the impact it has on families and our community as a whole.

Each ride serves as both a powerful visual protest against violence and an opportunity for community engagement. We are seeking sponsorship and collaboration from your office to help amplify our message and reach a broader audience. Your support would be invaluable in promoting safety and a united front against gun violence in Mobile.

We believe that with your help, we can make a significant difference in our community. If you have any questions or need further information regarding this initiative, please feel free to contact me at (251) 481-8970. We would be honored to partner with your office in this crucial effort.

Thank you for considering our request for support. Together, we

Mothers Involved Against Gun Violence (MIAGV)

2026 Community Events | Mobile, Alabama

Mothers Involved Against Gun Violence (MIAGV) presents a focused, impact-driven calendar of 2026 events centered on youth empowerment, safe community dialogue, wellness, and healing. These initiatives provide meaningful opportunities for sponsors to support violence prevention while engaging families across Mobile.

Chavan Way Youth Day

March 21, 2026 | Figures Park

A youth-centered celebration honoring the life of Chavan Scruggs. The event brings families together for inclusive activities, food, entertainment, and community engagement in a safe and welcoming environment.

Rides Against Gun Violence – Community Ride Series

A family-friendly wellness ride series paired with facilitated conversations about gun violence, mental health, and community healing. Events rotate across Mobile neighborhoods to encourage broad community participation.

Ride Dates & Locations:

- April 25, 2026 — Figures Park (Kickoff)
- May 30, 2026 — Peter's Park
- June 27, 2026 — Cathedral Square
- July 25, 2026 — Municipal Park
- August 29, 2026 — Additional Park (TBD)

Ball Against Gun Violence – 2nd Annual Formal Benefit

August 1, 2026 | Location TBD

MIAGV's signature formal evening honoring families impacted by gun violence, focused on remembrance, healing, resilience, and advocacy in a dignified, high-impact setting.

Next Steps for Sponsors

Sponsors may support MIAGV through Program Sponsorship, Venue or Activity Support, Media and Communications, In-Kind Contributions, or Volunteer Engagement. Each sponsor receives a customized activation plan.

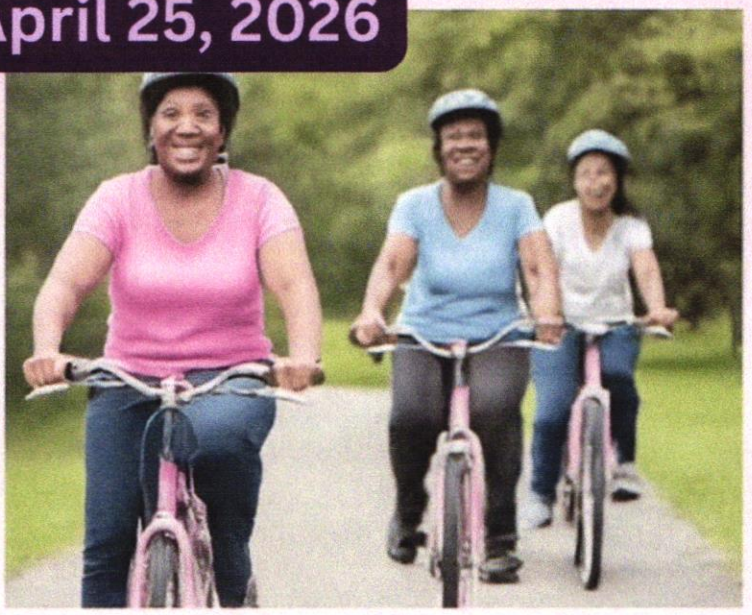
Contact Information

Nija Hill
Founder, Mothers Involved Against Gun Violence
Phone: 251-481-8979
Email: mothersinvolved2023@gmail.com
Website: www.mothersinvolved.org

Starting April 25, 2026

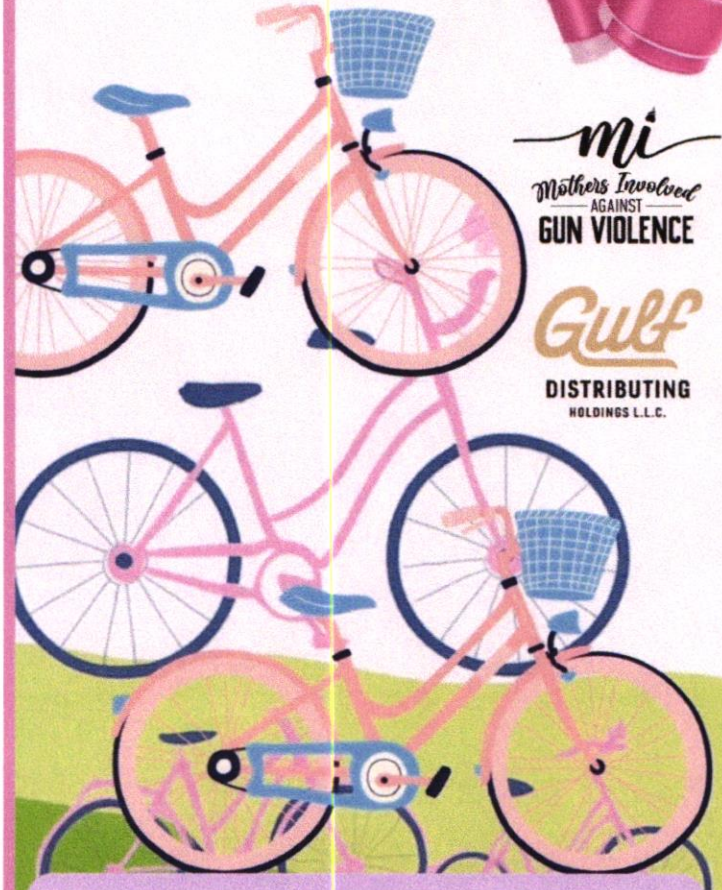
mi

Mothers Involved
Against Gun Violence



RIDES TO FIGHT VIOLENCE





mi Mothers Involved AGAINST GUN VIOLENCE

Gulf DISTRIBUTING HOLDINGS L.L.C.

EVENT DESCRIPTION

Mothers Involved Against Gun Violence (MIAGV) is proud to announce our new community initiative — Rides to Fight Gun Violence – a monthly event dedicated to healing, unity, and hope.

GET INVOLVED!

If your organization, business, or agency is interested in becoming a partner, sponsor or donation location, please contact us as soon as possible so we can include your name on our flyers, banners, and promotional materials.

Stay Fly Chavan

For More Information
Call (251) 481-7347


YOU'RE INVITED TO
mi
Mothers Involved
AGAINST
GUN VIOLENCE
2cd
Grand Ball
CELEBRATION
August 1, 2026
06:00 PM - 08:00 PM
Colors are Gold Black and Cream
Tickets go on sale June 1,2026
30$
Dedicated to Every Mother
in Memory of Chavan
Scruggs
mi
Mothers Involved
AGAINST
GUN VIOLENCE
www,mothers involved.org

Chavan's Way

Free

YOUTH DAY

END GUN VIOLENCE!!

!!

Join Us Saturday March 21, 2026 At Figures Park At 3:00PM Until 6:00 PM For Fun Food And Entertainment Celebrating Our Youth And Remembering Chavan J. Scruggs

Hosted By Brucey Bruce

3 TILL 6 PM



Featuring

DISRUPSHUN SERVICE ORGANIZATION
DSO
I AM MY BROTHERS KEEPER - I AM MY SISTERS PROTECTOR

Allison St

Honorary
Chavan J. Scruggs Way

Food and Fun

Entertainment

Games and Prizes

SATURDAY
MARCH 21

District of Supporter Councilmen Penn

(251)481-7347
Mothers involved.org

Mothers Involved Against Gun Violence

Gulf Distributing

DSO

Guns down Gloves Up Coming Soon

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* ***Boy Scouts of America,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Boy Scouts of America,*** 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 ***Boy Scouts of America,*** will be used to *assist with upcoming scouting programs.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Boy Scouts of America,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

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

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

WHEREAS, *Councilmember Small wishes to appropriate* ***$1,000.00*** *to* ***Boy Scouts of America,*** from the *District 3 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Boy Scouts of America,*** 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 ***Boy Scouts of America,*** will be used to *assist with upcoming scouting programs.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Boy Scouts of America,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,000.00*** *to* ***Boys Scouts of America,*** from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Boys Scouts of America,*** 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 ***Boys Scouts of America,*** will be used to *assist with upcoming scouting programs.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Boys Scouts of America,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

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

Sponsored by: Councilmember *Beau Fleming*

WHEREAS, *Councilmember Fleming wishes to appropriate* ***$1,000.00*** *to* ***Boy Scouts of America,*** from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Boy Scouts of America,*** 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 ***Boy Scouts of America,*** will be used to *assist with upcoming scouting programs.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00 Boy Scouts of America,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$2,500.00*** *to* ***Big Brothers Big Sisters of the Central Gulf Coast,*** from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Big Brothers Big Sisters of the Central Gulf Coast,*** is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Big Brothers Big Sisters of the Central Gulf Coast,*** will be used to *assist with upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00*** *to* ***Big Brothers Big Sisters of the Central Gulf Coast,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Councilmember Gina Gregory, District 7

WHEREAS, *Councilmember Gregory wishes to appropriate* ***$1,000.00*** *to* ***Kappa Alpha Psi Fraternity, Inc.,*** from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Kappa Alpha Psi Fraternity, Inc.,*** 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 ***Kappa Alpha Psi Fraternity, Inc.,*** will be used to *assist with the 20th Annual Scholarship Invitational on May 11, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Kappa Alpha Psi Fraternity, Inc.,*** for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 A and D Remodeling

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to A & D Remodeling for repairs to Unity Point Park fence, fountain, curb, and wall.
CIP- D2 Misc Park Expense less than $20K.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,851.95

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): _____

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:
Note: this corrects previously approved purchase to A&D Cromwell Concrete and Construction LLC. That was not the correct vendor. The correct vendor is A & D Remodeling for this project.

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
9816	2026	(2012) PARKS MAINTENANCE	UNITY POINT PARK FENCE, FOUNTAIN, CURB, AND WALL REPAIRS (PRICE BELOW BID REQUIREMENT)	$18,851.95	(298784) A AND D REMODELING

Adopted:

_____

City Clerk

Bill To	Requisition 00009816-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
A AND D REMODELING	LANGAN PARK DELIVERIES TO SAGE
11130 ORA LANE	48 N. SAGE AVE.
	MOBILE, AL 36607
MOBILE, AL 36608	DEEANN.POPPLE@CITYOFMOBILE.ORG
Tel#2514021144	Delivery Reference
	DEEANN POPPLE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/26	298784				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIRING CONCRETE WALL AND CAP, REPAIRING WROUGHT IRON FENCE, REPAIRING CURB, REPLACING PUMP RELAY FOR FOUNTAIN	1.00 EACH	16393.00000	16393.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			16393.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN POPPLE			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	OVERHEAD AND PROFIT	1.00 EACH	2458.95000	2458.95
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS. .			2458.95

Bill To	Requisition 00009816-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105paij Status: Approved Page 2

Vendor	Ship To
A AND D REMODELING 11130 ORA LANE MOBILE, AL 36608 Tel#2514021144	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/26	298784				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
DEEANN POPPLE

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 18851.95

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0735	.OPERSUPPLS.	.	18851.95	3167.70

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	18851.95	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	03/26/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	03/26/26	DANIEL OTTO	
Approved	03/31/26	SHONNDA SMITH	

Bill To	Requisition 00009816-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105paij Status: Approved Page 3

Vendor	Ship To
A AND D REMODELING 11130 ORA LANE MOBILE, AL 36608 Tel#2514021144	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.ORG Delivery Reference DEEANN POPPLE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/26	298784				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/31/26	DANIEL OTTO		Auto approved by: 910518244	
	Approved	03/26/26	BRENDA RHODES			
	Approved	03/26/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/31/26	BRENDA RHODES			
	Approved	03/31/26	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/30/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/30/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/30/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/30/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/30/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/30/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/30/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/30/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/30/26	JOHN PAINE			
	Approved	03/31/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/31/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/31/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	03/31/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	03/31/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	03/31/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	03/31/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	03/31/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	03/31/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve proposed Bid award to Dorsett Productions Unlimited LLC for event rental services for Stages, Screens, Sound, and Lighting for specified City events. Price good for listed events.

Amount of Contract:
N/A, as per bid tabulation

Funding Source
General fund

ATTACHMENTS:
1. 20260402 Stages Agenda Package Bids

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 Event Rental Services: Stages, Screens, Sound, etc.

PURPOSE & SCOPE OF PROJECT:
To approve proposed Bid award to Dorsett Productions Unlimited LLC for event rental services for Stages, Screens, Sound, and Lighting for specified City events. Price good for listed events. General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as per bid tabulation

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 6031

How many bidders received bid packages (if applicable): 5 +Internet

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 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)
6031	Event rental services for stages, screens, sound, and lighting for City events	4	See bid tab	For listed events	(280875) Dorsett Productions Unlimited LLC.

Adopted:

_____

City Clerk

BID TABULATION FOR BID #6031
EVENT RENTAL SERVICES FOR STAGES, SCREENS, SOUND SYSTEMS, AND LIGHTING FOR CITY EVENTS

Events	DORSETT PRODUCTIONS UNLIMITED LLC
Kites Over Mobile – Apr 18	No bid
Gulf Coast Grooves May 30	No bid
Gulf Coast Grooves – Aug 29	$10,500.00
Wheels & Reels Apr 3, June 27, Jul 25, Dec 4	$18,000.00
July 4th	No bid
Roll Mobile -Sep 1	$7,100.00
Lighting of Christmas Tree -Nov 20	$14,250.00

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: 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:
2/20/2026	6031	Events	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m., Wednesday, March 11, 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
	EVENT RENTAL SERVICE FOR STAGES, LARGE LED VIDEO SCREENS, SOUND SYSTEM(S), AND LIGHTING FOR EVENTS Vendor to provide pricing for stages, large LED video screen, sound systems and/or lighting systems for City of Mobile events as per the following and attached specifications. Vendor to provide pricing for the provision of the above items to include set-up, takedown, and staff necessary to operate the above. All costs are to be included in your bid price. Pricing shall be provided on the following pages. Bidders must return all pages of this bid in a sealed envelope. Please note, event dates may change by one (1) day or possibly two (2). Registration as a vendor and having a City of Mobile Business License will be required prior to award. 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

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
		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 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.					
		Questions pertaining to this bid may be emailed to: 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.					
		ITEM/EVENT BASED AWARD					
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

CITY EVENT RENTAL SERVICES

A. GENERAL DESCRIPTION

1. The City of Mobile is seeking bids to provide staging, sound, lighting, and other associated equipment and services for upcoming city events in public outdoor venues in and around downtown Mobile. Selected contractors will work directly under the tasking of the City Senior Director, Events Department, or her designee, for all tasking.

B. AWARD PROCESS

1. Selection to provide services will be made on a "per-event" basis, and shall be made to the responsive and responsible bidder submitting the lowest overall pricing for providing described equipment and services for each of the events. The City will issue purchase orders incorporating the terms of this bid for each events.

2. Bidders must comply with all of the submission requirements to be eligible for bid award, to include timeliness and completeness (submission of all required documentation and signatures).

3. Questions regarding this Bid must be sent by email to purchasing@cityofmobile.gov.

4. The contents of this bid and any Addendum will be posted at www.CityofMobile.gov/Bids.

C. CONTRACTOR QUALIFICATIONS

1. The high-profile nature of the events being supported requires assurance that selected bidder(s) have the experience, capacity, and performance history to provide the services required. Bid submissions will document these qualifications. The City may in its sole discretion make additional inquiries of the bidder, bidder's references, or use other information to evaluate a bidder's qualifications.

2. Successful bidders shall have the following qualifications:

a. At least three-years of experience successfully providing outdoor event stage, lighting, and sound rentals for large (over 1,000 attendees) public events

b. Inventory of stages, lighting, and sound equipment in good condition.

c. Technical expertise to operate sound and lighting equipment.

d. Labor and equipment to proficiently perform set-up and take-downs.

e. Adequate insurance, permits and licensing.

f. No previous performance deficiencies for the City.

g. Ability to obtain a City business license.

D. PERFORMANCE AND SCOPE OF WORK

1. For all listed events below, Contractor will be required to:

a. Provide the equipment specified in the locations on the dates, times, locations, and durations specified in the bid pricing detail sheet.

b. Provide City a detailed plan for set up, operation, and take down of equipment at least 30-days prior to the event.

c. Provide a crew lead for the event available on immediate availability for contract by the City Events Department and emergency responders.

d. Set up not later than six hours prior to any event, unless otherwise agreed to for a particular event.

e. Take down not later than twelve hours after the completion of any event, unless otherwise agreed to for a particular event.

f. Security for provided equipment.

g. Professional, qualified, and courteous uniformed staff.

2. City will provide.

a. Site adequate for the equipment to be provided with access necessary for Contractor to provide services..

b. Power and water.

c. Event security.

d. Detailed event schedule to include coordinating any changes, updates, cancellations, postponements or delays.

e. Liaison with performers and producers.

f. All displays and signage.

3. Cancellations and Changes. City may cancel any event 72-hours prior to an event with no compensation to Contractor or obligation to reschedule.

a. Any significant changes to City-required equipment, timing, or staffing requirements will be subject to change fees mutually agreed upon between the City and Contractor. Should City and Contractor be unable to reach agreement, City may cancel event agreement with Contractor without payment obligations to Contractor.

b. For cancellations between 72 and 48 hours, City will pay Contractor 20% of quoted pricing.

c. For cancellations less than 48 hours before the event, City will pay Contractor 30% of quoted pricing.

d. For postponement and rescheduling of events, at any time prior to the event, City will pay Contractor quoted pricing plus 10%, if Contractor is available at the rescheduled date. If unavailable, City may procure the services of another Contractor at no compensation to original Contractor.

d. Contractor is responsible at all times for safety and security of Contractor's equipment. The City is not liable for any damage caused by spectators, power, weather, performers, or other acts or natural causes.

e. Contractor will be liable for and indemnify the City for any harm causd by its equipment and services, to include harm to performers, event attendees, and City facilities.

f. Contractor shall at all times provide equipment and services that meet general industry standards for provision of event staging, lighting, and sound services.

4. Contractor will comply with all applicable provisions of state and City laws concerning the work required, as well as policy decisions of the City of Mobile.

5. Contractor will maintain all necessary permits, rights of access, certifications, licenses, bonding, and insurance required by this contract and law.

6. All work will be performed only by Contractor or City-approved subcontractors. All Contractor and subcontractor crews must have uniformed staff and identifiable equipment.

7. Communications. Contractor shall maintain and provide to City a 24-hour-a-day contact number for after-hours emergencies. All teams will have adequate industry-standard communications equipment for teams to communicate with each other and with traffic control crews.

8. Mishaps. Contractor shall immediately report any mishaps or near-miss mishaps to the City that cause significant damage to persons, property, equipment, or infrastructure.

9. Claims. Contractor will indemnify and defend City of Mobile against all claims resulting from Contract's performance under the contract. Contractor will timely notify City of any private claims regarding Contractor's performance under this contract and will resolve all such claims to the reasonable satisfaction of the claimant.

10. Insurance. 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 provide evidence of coverage, when requested by the City, of a certificate of insurance issued by an agent licensed and

qualified to do business in the State of Alabama:

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

c. Worker's Compensation. As required by statute.

11 Indemnification. The Contractor 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 any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Contractor or the Contractor's agent, consultant 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 except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12. Civil Rights. 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.

13. Immigration. Contractor will comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

14. Boycotts. Contractor may not be engaged 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.

E. TASKING

1. City will notify Contractor of its successful bid and will issue a Purchase Order to Contractor for each event referencing this bid and Contractor's quoted pricing.

2. City will provide an update to Contractor thirty days before each scheduled event to confirm event details and timing. Contractor will submit an event plan not later than 20 days before event date, to include equipment and personnel to support the event and details regarding assembly, security, operation, and take-down.

3. Contractor will meet with City Event coordinator on site prior to event to confirm set up.

4. Any cancellations or changes to the event will be made in writing. Changes affecting compensation amounts will not be effective until the City issuance of an amended or additional City Purchase Order to the Contractor. This especially applies to any changes in compensation agreed upon.

5. Upon completion of the event, City will inspect condition of site with Contractor to

document any damage caused by Contract and arrange Contractor remediation efforts.

F. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City immediately upon successful completion of the event or compensated cancelation. Invoices shall be provided to the City Events Senior Director or her representative and shall reference the original purchase order, with an electronic copy to VendorInvoices@CityofMobile.org.

2. Payment. City will promptly review invoices for accuracy and compliance with work performance requirements.

G. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, or request additional information to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons.

2. Information demonstrating at least three years of experience in providing stage, lighting and sound services for public events with greater than 1,000 attendees. Include at least two references.

3. Inventory of equipment owned or accessible for use in providing contract services to the City.

4. Other contractor qualifications and certifications you have that will demonstrate your qualifications and capacity to perform the work required.

b. Bid Sheet. Bidders must complete the bid amounts for each event listed as

total compensation expected to provide required equipment and services for the event.

c. Signature and Certification of Acceptance of Bid Terms. All Bidders must sign and date bid where indicated.

H. BID SELECTION PROCESS

1. Selection. City will select the lowest responsive and responsible Bid for each event. City reserves the right in its sole discretion to conduction additional inquiries, conduct interviews, or to reject all Bids.

2. Contract. City will issue Purchase Orders as contract documents to confirm Contractor selection to provide equipment and services for individual events.

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.

I. EVENT NEEDS AND BIDDER PRICING FORM

Provide all-inclusive pricing for the equipment and services listed for the events, to include all staffing, set up, security, support, and take down. Pricing will be considered fixed when bid. The City reserves the right work with a bid awardee to make reasonable limited adjustments to equipment, staffing, timing, or location upon mutual agreement with the bid awardee for that event.

1. Kites Over Mobile

Dates/Times: April 18, 2026 (10 AM–5 PM) & April 19 (12–5 PM)
Location: USS Alabama Battleship Memorial Park
Production Needs:

- 32'x24' stage (or equivalent) accommodating up to 6-10 performers
- Line array sound system with subs
- Audio console
- Stage monitors and mic package
- Generator and power distribution
- Production technicians

Price for this event only: _____

2. Gulf Coast Grooves Concert

Date/Time: May 30, 2026 | 6–9 PM
Location: Mardi Gras Park
Production Needs:

- 32'x24' stage
- Line array sound system with subs and near fills
- Audio consoles (FOH & monitors)
- Stage monitors and full mic package
- Moving and wash lighting
- Cable ramps from stage to FOH
- Generator and power distribution
- Grass protection mats
- Production technicians

Price for this event only: _____

3. Gulf Coast Grooves Concert

Date/Time: August 29, 2026 | TBD
Location: Medal of Honor Bicentennial Park
Production Needs:

- JBL VTX PA system
- Midas M32 audio consoles (FOH & monitors)
- JBL SRX stage monitors with Crown amplification
- Moving and LED wash lighting package
- All necessary microphones, mic stands, cabling, and power distribution
- (1) 55 kw generator
- Moving and LED wash lighting
- Cable ramps from stage to FOH
- Generator and power distribution
- Production technicians

Price for this event only: _____

4. Wheels & Reels: Drive-In Movie Series – all events in series for a single

award
Dates: April 3, 2026 – Mobile County Sheriff Posse
June 27, 2026 – Ladd Peebles Stadium
July 25, 2026 – USS Alabama Battleship Park
December 4, 2026 – Mobile Flea Market
Time for all events: 6–10 PM
Production Needs:

- 23' x 13' Mobile LED screen trailer(s) (quantity varies by location)
- Audio mixer and sound system
- Wireless microphone for announcements
- Generator and power distribution
- Technician(s)
- Stagehand support for setup and teardown

Price for this entire series, all events: _____

5. 4th of July Celebration

Date/Time: July 4, 2026. 5–9 PM
Location: USS Alabama Battleship Memorial Park

Production Needs:

- 32'x24' stage
- Line array sound system with subs and near fills
- Audio consoles (FOH & monitors)
- Stage monitors and full mic package
- Lighting system with console and haze
- Generator and power distribution
- Production technicians

Price for this event only: _____

6. Roll Mobile

Date/Time: September 1, 2026, 6–9 PM
Location: Bienville Square
Production Needs:

- 2 x EAW KF740 Line array speakers
- 12 x EAW KF740 Line array speakers
- 2 x PRX835 powered speakers for DJ

- 2 x Crown Amplifier racks
- 12 x LED Slim Pars lights
- 4 x Stagehands
- 4 x Moving Lights
- Midas Audio console
- Technician(s)

Price for this event only: _____

7. Lighting of the Christmas Tree

Date/Time: November 20, 2026, 5:30–8:30 PM
Location: Mardi Gras Park
Production Needs:

- Stage (on the south end of the park):
  - 40'x12'x3' stage
  - Box pleat skirting
  - (2) sets of stairs
  - Safety railing on the back of the stage and side
  - Christmas decorations on the safety railing

- Sound System:
  - (12) Line Array speakers (6 per side of the stage)
  - (2) 20' tall aluminum truss towers to fly speakers
  - (4) Double 18" subs (2 per side)
  - (1) Midas Audio console
  - (3) Condenser Mics w/stands for singers
  - (1) Wireless mic for announcements
  - (4) Stage audio monitors

- Christmas Tree Lighting Area (the north end of the park):
  - (2) 16'x8'x3' stages
  - (2) sets of stairs (Santa)
  - (2) sets of stairs for the Mayor's stage
  - (2) speakers on tripods with wireless microphone and wireless audio transmitter to transmit to main stage sound
  - (2) Tripods with (2) dimmable stage wash lights
  - 55kw Generator

- Lighting: main stage
  - (2) Vertical trusses for left and right stage wash
  - (6) Color changing stage wash lights (3 per side)
  - (2) Color wash lights in left and right vertical lighting trusses

- (6) Wireless up lights for existing wall behind main stage
- Lighting console

- Snow Machines:
  - (4) Evaporative Snow Machines (2 Left and 2 Right by tree lighting area)
  - (4) Open White lights for lighting snow

- Snow Zone:
  - 30' wide x (2) 25' left and right-side deep truss grid x 10' high to create "U" shape
  - (4) 10' vertical trusses for ground support
  - (8) Evaporative snow machines attached to truss grid

- Technicians:
  - Lighting tech
  - Sound Technician
  - Stagehands for load in and load out

Price for this event only: _____

Mardi Gras Tree Lighting & Brass Band Showcase

Date/Time: January 10 | 5:30–8:30 PM
Location: Mardi Gras Park

Production Needs:

- 32'x24' stage (or equivalent) accommodating up to 5-12 band members
- Line array sound system with subs
- Audio console (FOH & monitors)
- Stage monitors and full mic package
- Moving and wash lighting
- Generator and power distribution
- Grass protection mats for stage placement
- Technicians for audio, lighting, and general production

Kites Over Mobile

Dates/Times: April 18 (10 AM–5 PM) & April 19 (12–5 PM)
Location: USS Alabama Battleship Memorial Park
Submission Due Date: 3.18.26

Production Needs:

- 32'x24' stage (or equivalent) accommodating up to 6-10 performers
- Line array sound system with subs
- Audio console
- Stage monitors and mic package
- Generator and power distribution
- Production technicians

Gulf Coast Grooves Concert

Date/Time: May 30 | 6–9 PM
Location: Mardi Gras Park
Submission Due Date: 2.20.26

Production Needs:

- 32'x24' stage
- Line array sound system with subs and near fills
- Audio consoles (FOH & monitors)

- Stage monitors and full mic package
- Moving and wash lighting
- Cable ramps from stage to FOH
- Generator and power distribution
- Grass protection mats
- Production technicians

Gulf Coast Grooves Concert

Date/Time: August 29 | TBD
Location: Medal of Honor Bicentennial Park
Submission Due Date: 2.20.26

Production Needs:

- JBL VTX PA system
- Midas M32 audio consoles (FOH & monitors)
- JBL SRX stage monitors with Crown amplification
- Moving and LED wash lighting package
- All necessary microphones, mic stands, cabling, and power distribution
- (1) 55 kw generator
- Moving and LED wash lighting
- Cable ramps from stage to FOH
- Generator and power distribution
- Production technicians

Wheels & Reels: Drive-In Movie Series

April 3 – Mobile County Sheriff Posse - Time: 6–10 PM
June 27 – Ladd Peebles Stadium - Time: 6–10 PM
July 25 – USS Alabama Battleship Park - Time: 6–9 PM
December 4 – Mobile Flea Market - Time: 6–9 PM
Time: 6–10 PM
Submission Due Date: 3.3.26

Production Needs:

- 23' x 13' Mobile LED screen trailer(s) (quantity varies by location)
- Audio mixer and sound system
- Wireless microphone for announcements
- Generator and power distribution

- Technician(s)
- Stagehand support for setup and teardown

4th of July Celebration

Date/Time: July 4 | 5–9 PM
Location: USS Alabama Battleship Memorial Park
Submission Due Date: 4.8.26

Production Needs:

- 32'x24' stage
- Line array sound system with subs and near fills
- Audio consoles (FOH & monitors)
- Stage monitors and full mic package
- Lighting system with console and haze
- Generator and power distribution
- Production technicians

Roll Mobile

Date/Time: September 11 | 6–9 PM
Location: Bienville Square
Submission Due Date: 4.22.26

Production Needs:

- 2 x EAW KF740 Line array speakers
- 12 x EAW KF740 Line array speakers
- 2 x PRX835 powered speakers for DJ
- 2 x Crown Amplifier racks
- 12 x LED Slim Pars lights
- 4 x Stagehands
- 4 x Moving Lights
- Midas Audio console
- Technician(s)

Lighting of the Christmas Tree

Date/Time: November 20 | 5:30–8:30 PM
Location: Mardi Gras Park

Submission Due Date: 5.6.26

Production Needs:

- Stage (on the south end of the park):
  - 40'x12'x3' stage
  - Box pleat skirting
  - (2) sets of stairs
  - Safety railing on the back of the stage and side
  - Christmas decorations on the safety railing

- Sound System:
  - (12) Line Array speakers (6 per side of the stage)
  - (2) 20' tall aluminum truss towers to fly speakers
  - (4) Double 18" subs (2 per side)
  - (1) Midas Audio console
  - (3) Condenser Mics w/stands for singers
  - (1) Wireless mic for announcements
  - (4) Stage audio monitors

- Christmas Tree Lighting Area (the north end of the park):
  - (2) 16'x8'x3' stages
  - (2) sets of stairs (Santa)
  - (2) sets of stairs for the Mayor's stage
  - (2) speakers on tripods with wireless microphone and wireless audio transmitter to transmit to main stage sound
  - (2) Tripods with (2) dimmable stage wash lights
  - 55kw Generator

- Lighting: main stage
  - (2) Vertical trusses for left and right stage wash
  - (6) Color changing stage wash lights (3 per side)
  - (2) Color wash lights in left and right vertical lighting trusses
  - (6) Wireless up lights for existing wall behind main stage
  - Lighting console

- Snow Machines:
  - (4) Evaporative Snow Machines (2 Left and 2 Right by tree lighting area)
  - (4) Open White lights for lighting snow

- Snow Zone:
  - 30' wide x (2) 25' left and right-side deep truss grid x 10' high to create "U" shape
  - (4) 10' vertical trusses for ground support
  - (8) Evaporative snow machines attached to truss grid

- Technicians:
    - Lighting tech
    - Sound Technician
    - Stagehands for load in and load out

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to A & D Cromwell Concrete & Construction LLC, for storm drainage vegetation and debris removal - Oakleigh Drive to Cone Street.

Amount of Contract:
$24,496.02

Funding Source
General fund.

ATTACHMENTS:
1. 20260401 Cromwell Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 A & D Cromwell Concrete & Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to A & D Cromwell Concrete & Construction LLC, for storm drainage vegetation and debris removal - Oakleigh Drive to Cone Street.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $24,496.02

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
9931	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – OAKLEIGH DRIVE TO CONE STREET (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$24,496.02	(297588) A & D CROMWELL CONCRETE & CONSTRUCTION LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00009931-00 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
A & D CROMWELL CONCRETE & CONSTRUCTION 158 DOBBS AVENUE MOBILE, AL 36606 Tel#251-767-6882	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
03/24/26	297588				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-65 OAKLEIGH DR TO CONE ST Additional Description Notes --- DISTRICT 1	1.00 EACH	24496.02000	24496.02
1	1000.40.20.2070.2096.2070.0000.0000.42155.			24496.02

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 24496.02

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155. STORMWATER EXP DITCH MAINTENANCE	24496.02	3756415.89

Bill To	Requisition 00009931-00 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
A & D CROMWELL CONCRETE & CONSTRUCTION	PUBLIC WORKS ADMIN.
158 DOBBS AVENUE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36606	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-767-6882	

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
03/24/26	297588				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/24/26	MATTHEW ANDERSON	
Approved	03/24/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	03/24/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	03/24/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/24/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/24/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/24/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/24/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/24/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/24/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/24/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/24/26	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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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? N / A (Mandatory in NH)						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.

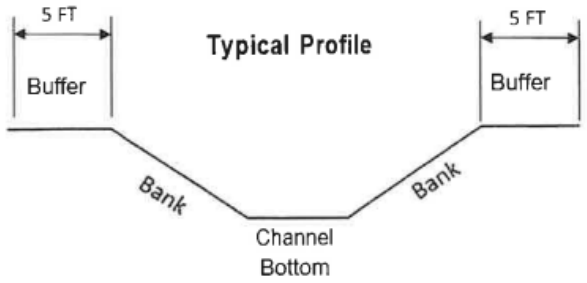
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

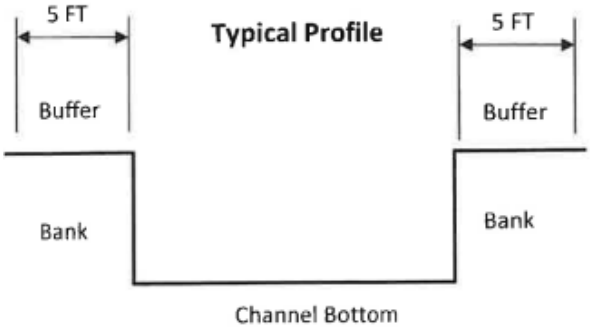
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



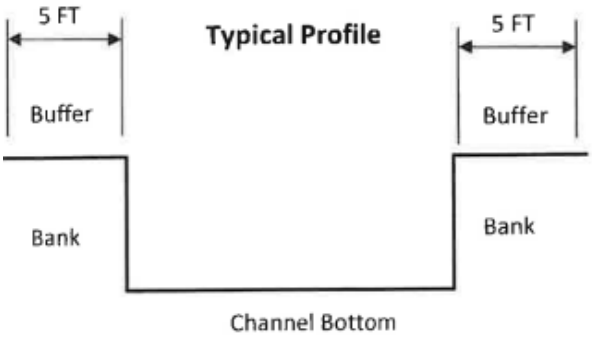
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



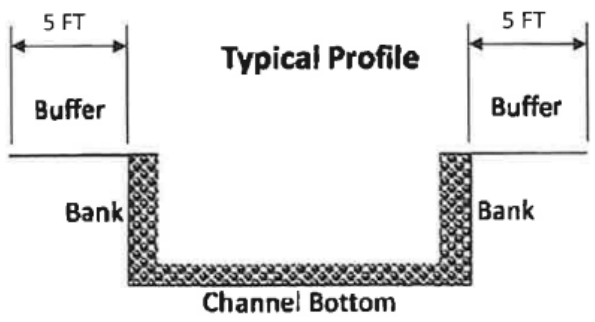
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



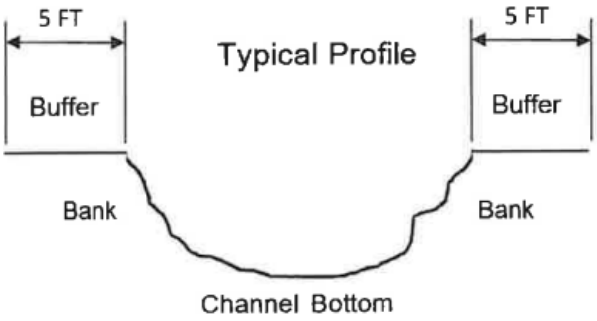
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - Kreitner Street to Eslava Creek.

Amount of Contract:
$23.000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260330 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 17 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 J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to JJ Quality Homes LLC for storm drainage vegetation and debris removal - Kreitner Street to Eslava Creek.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,000.00

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
10088	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – KREITNER STREET TO ESLAVA CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$23,000.00	(298831) J J QUALITY HOMES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00010088-00 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:
	Status: Approved Page 1

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	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
03/26/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-72 KREITNER ST TO ESLAVA CREEK Additional Description Notes --- DISTRICT 2	1.00 EACH	23000.00000	23000.00
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			23000.00

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 23000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	23000.00	3791412.19
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010088-00 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
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

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
03/26/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/27/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/27/26	SHONNDA SMITH	
Approved	03/27/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/27/26	DONALD ROSE	Auto approved by: 9105paij
Approved	03/27/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/27/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/27/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/27/26	JAMES NEESE	Auto approved by: 9105paij
Approved	03/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	03/27/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	03/27/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	03/27/26	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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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.

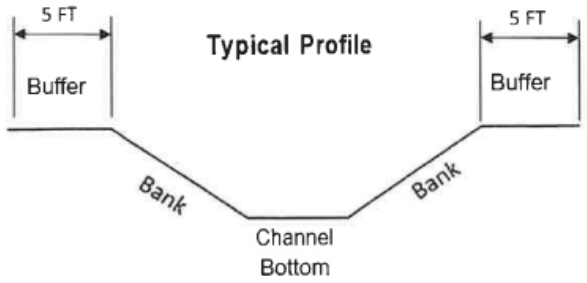
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

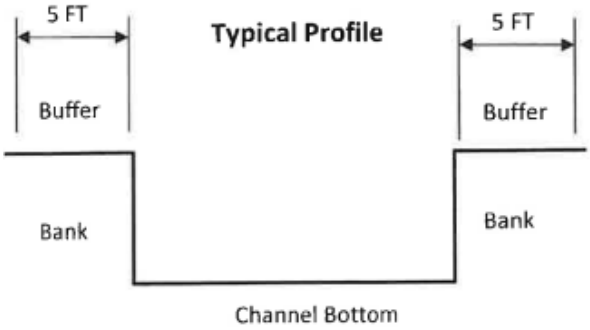
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



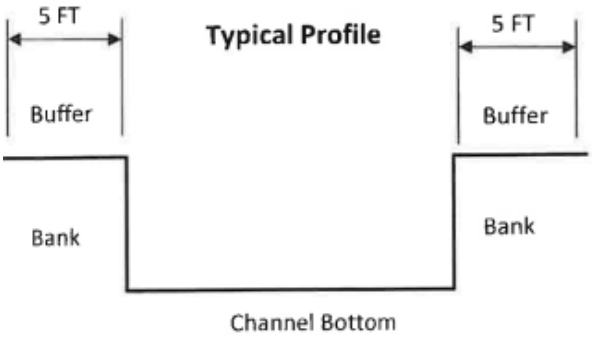
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



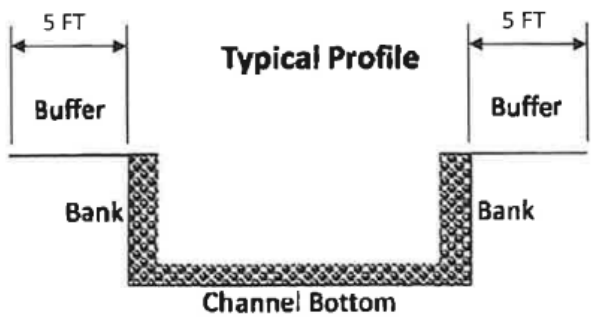
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



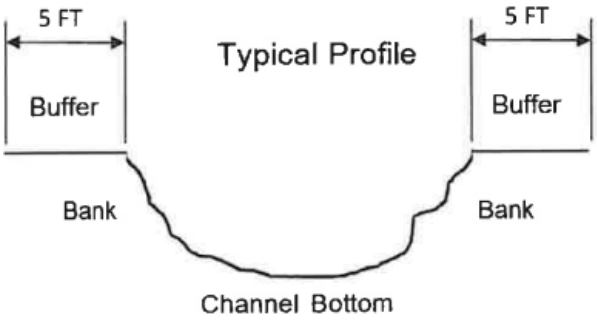
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal - Stanton Road to Three Mile Creek.

Amount of Contract:
$27,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260402 Southern Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

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 Southern Realty Management Group, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Realty Management Group, LLC for storm drainage vegetation and debris removal - Stanton Road to Three Mile Creek.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,000.00

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
10348	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – STANTON ROAD TO THREE MILE CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$27,000.00	(296787) SOUTHERN REALTY MANAGEMENT GROUP, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010348-00 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:
	Status: Approved Page 1

Vendor
SOUTHERN REALTY MANAGEMENT GROUP, LLC
217 HERITAGE CIR

MOBILE, AL 36608

Tel#2514237512

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
04/01/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-74 STANTON RD TO THREE MILE CREEK Additional Description Notes --- DISTRICT 1	1.00 EACH	27000.00000	27000.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			27000.00

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 27000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	27000.00	3736744.26
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00010348-00 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:
	Status: Approved Page 2

Vendor	Ship To
SOUTHERN REALTY MANAGEMENT GROUP, LLC	PUBLIC WORKS ADMIN.
217 HERITAGE CIR	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36608	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#2514237512	
	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
04/01/26	296787				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/02/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	04/02/26	SHONNDA SMITH	
Approved	04/02/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	04/02/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/02/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/02/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/02/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/02/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/02/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/02/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/02/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/02/26	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	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Southern 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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REGULATORY REQUIREMENTS AND TAX EXEMPTIONS	ITEM IX
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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
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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.

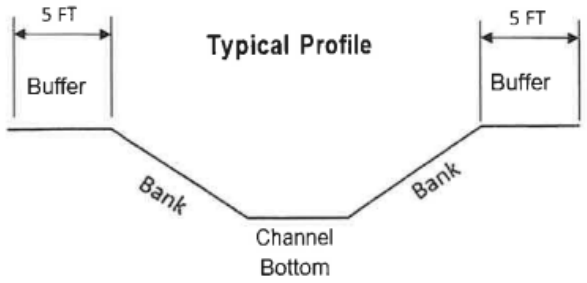
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

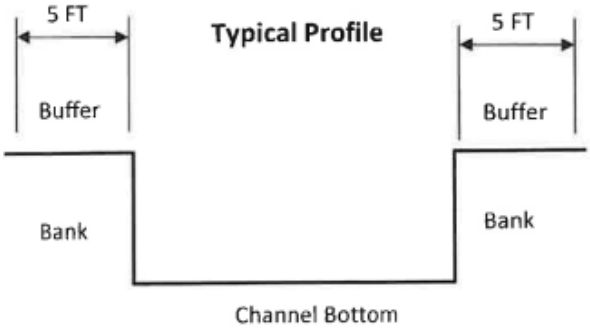
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



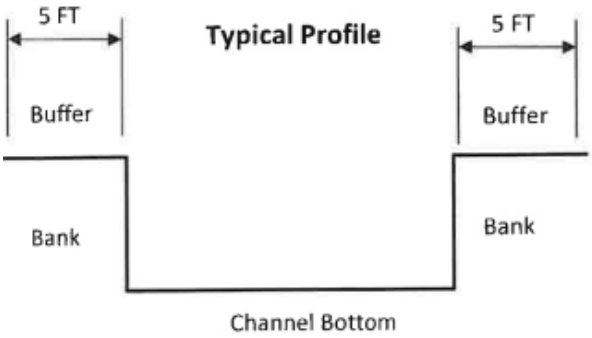
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



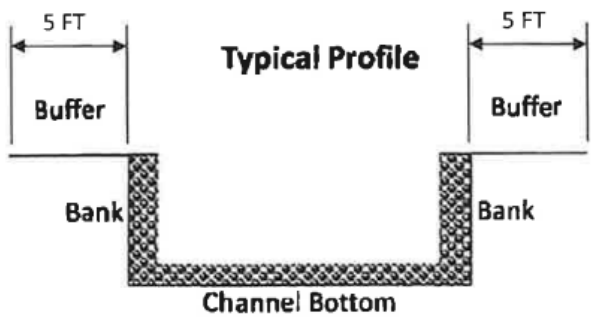
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



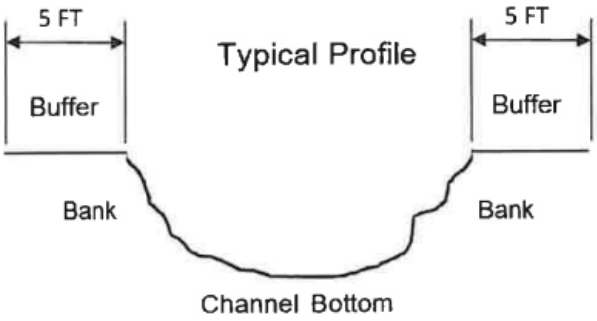
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to CDW Government LLC for annual renewal of Netmotion VPN wireless network security software for MIT.

Amount of Contract:
$20,611.25

Funding Source
General fund.

ATTACHMENTS:
1. 20260401 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of Netmotion VPN wireless network security software for MIT.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $20,611.25

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, Sourcewell cooperative purchasing agreement

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
8416	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NETMOTION VPN WIRELESS NETWORK SECURITY SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$20,611.25	(273932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008416-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #121923 AND YOUR QUOTE#: PTKT461 CUSTOMER #: 7280473			
001	NETMOTION COMPLETE - CONVERSION LICENSE (RENEWAL) 1 YEAR (04/05/26 - 04/04/27) MFG PART#: NMCOMPCONRNW CONTRACT: SOURCEWELL 121923 CDWG - SOFTWARE GOV ONLY CDW# 6188162	50.00 EACH	90.85000	4542.50
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			4542.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	NETMOTION COMPLETE - CONVERSION LICENSE (RENEWAL) 1 YEAR (04/05/26 - 04/04/27) MFG PART#:	125.00 EACH	128.55000	16068.75

Bill To	Requisition 00008416-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	NMCOMPCONRNW CONTRACT: SOURCEWELL 121923 CDWG - SOFTWARE GOV ONLY CDW # 6188162			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			16068.75
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 20611.25

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	20611.25	2804926.66
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/23/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/23/26	SCOTT KEARNEY	

Bill To	Requisition 00008416-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	272932				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/23/26	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	03/31/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	03/31/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	03/31/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	03/31/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/31/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/31/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/31/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/31/26	ANNE FOLEY			
	Approved	03/31/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CDW-G

Technology products and services

#121923-CDW
Maturity Date: 2/27/2028
Website: cdwg.com/sourcewell

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 121923-CDW gives access to the following types of goods and services:

- Hardware and software
- Cloud offerings
- Technology solutions
- Professional services
- Managed services
- Cyber and physical security
- Project management
- Data center transformation
- Amplified services
- Configuration services
- Digitial velocity solutions

Locate your local dealer or representative

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	$223.65
ServiceNow Program Manager	$232.05
ServiceNow Advisory Services	$245.70
ServiecNow Principal Consultant	$289.80
ServiceNow Organizational Change Management Cons	$289.80
ServiceNow Integration Expert	$236.25
ServiceNow Quality Assurance Expert	$196.35
ServiceNow Solution Architect	$236.25
ServiceNow Technical Consultant	$210.00
ServiceNow Trainer	$236.25

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	$140.00
Sr Analyst	$165.00
Consultant	$215.00
Sr Consultant	$255.00
Managing Consultant	$275.00
Principal Consulant	$295.00
Chief Architect	$295.00
Consulting Project Manager	$215.00
Consulting Engagement Manager	$230.00
Consulting Project Coordinator	$165.00
Consulting Program Manager	$245.00
Enterprise Architect	$295.00
Executive Technology Strategist	$295.00

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	$341.25
Practice Director	$341.25
Digital Strategy Consultant	$309.75
Principal Consultant - Cloud	$309.75
Hybrid Cloud Architect	$262.50
Hybrid Cloud Engineer	$236.25
Principal Consultant - DataOps	$309.75
DataOps Architect	$262.50
DataOps Engineer	$236.25
Principal Consultant - SW	$309.75
SW Architect	$262.50
SW Engineer	$225.75
Principal Consultant - SDI	$309.75
Solutions Architect	$262.50
Solutions Engineer	$236.25
Digital Product Strategist	$262.50
Enterprise Program Manager	$236.25
Sr Technical Project Manager	$231.00
Technical Project Manager	$215.25
Sr. Agile Project Manager	$236.25
Agile Project Manager	$225.75

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$572.36
DHCP Support add to MS AD above	$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	$2,753.10
EMC Data Domain - Gold	$2,173.50
Microsoft System Center DPM - SM <100 - Gold	$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	$2,753.10
Microsoft System Center DPM - XL - Gold	$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	$869.40
MySQL- Gold	$869.40
Oracle - Gold	$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	$275.31
Cisco HyperFlex Node Mangement - Gold	$275.31
Nutanix Node Management - Gold	$275.31
vSAN Node Management - Gold	$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	$69.05
Aruba Wireless Controller/Conductor - Gold	$65.21
Aruba Wireless Access Points - Gold	$2.90
Cisco Mobility Services Engine – Gold	$50.72
Cisco Prime Infrastructure Manager - Gold	$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	$28.98
Cisco Switch: Core (no Module Capability) - Gold	$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	$66.65
Cisco Switch: Module - Gold	$14.49
Cisco Router - Gold	$50.72
Cisco iWAN - Gold	$50.72
Cisco WAAS/WAVE - Gold	$37.67
Cisco Wireless Controller - Gold	$65.21
Cisco Wireless Access Points - Gold	$2.90
Cisco SD-WAN - Gold	$81.14
Cradlepoint Flex - Gold	$28.98
Cradlepoint Enterprise - Gold	$44.92
F5: BIG-IP - Gold	$75.35
F5: Local Traffic Manager (LTM) - Gold	$218.80
F5: Advance Firewall Manager (AFM) - Gold	$182.57
F5: BIG-IP DNS - Gold	$181.13
Riverbed Steelhead - Gold	$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	$73.90
Meraki MR Wireless Access Points - Gold	$2.90
Meraki MV Wireless Camera - Gold	$3.62
Meraki MG Cellular Gateway - Gold	$14.49
Meraki MS Switch - Gold	$14.49
Meraki MX Security Appliance - Gold	$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	$81.51
Linux O/S (Red Hat/ SUSE) - Gold	$163.74
AIX O/S - Gold	$310.09
IBM System I - Gold	$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	$644.81
Palo Alto Firewall wo Panorama - Gold	$549.17
Palo Alto Firewall w Panorama - Gold	$549.17
Palo Alto Panorama - Gold	$266.62
Cisco Identity Services Engine (ISE) - Gold	$539.56
Fortinet Firewall wo FortiManager – Gold	$549.17
Fortinet Firewall w FortiManager – Gold	$549.17
Fortinet FortiManager – Gold	$266.62
Fortinet FortiAnalyzer – Gold	$81.14
Cisco Umbrella - Gold (Per User)	$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	$210.11
Nutanix AHV - Gold	$210.11
Microsoft Hyper-V - Gold	$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.32
SAN Switch - Gold	$239.09
Controller: NetApp (Priced per controller) - Gold	$1,086.75
Controller: EMC (Priced per controller) - Gold	$1,086.75
Controller: IBM (Priced per controller) - Gold	$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	$398.48
Call Control: Cisco Voice Gateway - Gold	$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	$811.01
Call Control: Cisco Attendant Console (CUxAC) - Gold	$543.38
Call Control: VistaPoint Attendant Console - Gold	$543.38
Call Control: Cisco Call Manager Express - Gold	$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	$144.90
911: Cisco Emergency Responder (CER) - Gold	$398.48
Voice Mail: Cisco Unity Express - Gold	$181.13
Notification: InformaCast from Singlewire - Gold	$398.48
Call Experience Testing - 2CPH - Gold	$495.71
Included Up to 10 MACD Incidents - Monthly (If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	$454.17
Contact Center: SocialMiner - Gold	$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	$456.44
Contact Center: eGain Analytics - Gold	$405.72
Contact Center: ESNA Cloudlink - Gold	$144.90
CVP: CVP Operations Console - Gold	$405.72
CVP: SIP Proxy (CUSP) - Gold	$202.76
CVP: Ingress Gateway - Gold	$108.68
CVP: VXML Gateway - Gold	$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	$398.48
Cisco WebEx Cloud Connected Audio - Gold	$446.05
Cisco Meeting Place Express - Gold	$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	$217.35
UC Video: Cisco Telepresense Content Server - Gold	$398.48
UC Video: Expressway-C / Expressway-E - Gold	$217.35
UC Video: Telepresense Management Suite (TMS) - Gold	$543.38
Cisco Webex Hybrid Directory Connector - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$217.35
UC Video: MSE Chassis - Gold	$144.90
UC Video: MCU MSE Blade - Gold	$108.68
UC Video: Gateway (GW) MSE Blade - Gold	$108.68
UC Video: Endpoint Management - Gold	$72.45
UC Video: Telepresense Server Blade - Gold	$108.68
UC Video: Telepresense MCU - Gold	$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - $0K to $10K	As Invoiced
*Basic Service - $10K to $250K	As Invoiced
*Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

Time and Materials Support - Additional Terms
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	$183.75
Consulting Engineer	$225.75
Senior Consulting Engineer	$236.25
Technical Lead / Principal Consulting Engineer	$267.75
Enterprise Consulting Architect	$267.75
Business Consulting Analyst	$257.25
Project Administrator	$173.25
Project Manager	$220.50
Senior Project Manager	$225.75
Enterprise Project Manager, PMO Lead	$241.50
Program Manager	$241.50
Technical Architect	$367.50

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	$249.38
Manager	$274.31
Sr. Consultant	$299.25
Sr. Manager	$299.25
Director	$374.06

Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$249.38
Manager	$259.35
Sr. Manager	$274.31
Principal Consultant	$279.30
Technical Lead	$279.30
Director	$324.19
Managing Director	$399.00

IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	$164.59
Sr. Associate Consultant	$184.54
Consultant	$229.43
Sr. Consultant	$249.38
Managing Consultant	$259.35
Manager	$259.35
Architect	$269.33
Sr. Manager	$274.31
Principal Consultant	$279.30
Director	$324.19
Managing Director	$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$254.36
Enterprise Atchitect	$279.30
Principal Consultant	$279.30
Technical Lead	$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	$119.70
Sr. Associate Consultant	$134.66
Consultant-Finance	$144.64
Sr. Consultant-Finance	$149.63
Consultant-IT	$154.61
Sr. Consultant-IT	$159.60
Manager	$169.58
Sr. Manager	$179.55
Director	$184.54
Managing Director	$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to CivicPlus Inc for DocAccess software to make Portable Document Format files compliant with US DOJ Web Content Accessibility Guideline regulations.

Amount of Contract:
$15,000.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260330 Civic Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 CivicPlus, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CivicPlus Inc for DocAccess software to make Portable Document Format files compliant with US DOJ Web Content Accessibility Guideline regulations.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,000.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. 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
10069	2026	(5000) INFORMATION TECHNOLOGY	SIX-MONTH SUBSCRIPTION TO DOCACCESS PDF REMEDIATION SOFTWARE FOR WEB CONTENT ADA COMPLIANCE (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	$15,000.00	(295715) CIVICPLUS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010069-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.60.25.2500.2500.2500.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CIVICPLUS, INC	MIT
302 SOUTH 4TH STREET	651 CHURCH STREET
SUITE 500	
	MOBILE, AL 36602
MANHATTAN, KS 66502	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
UNITED STATES	
Tel#7855871853	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/26	295715				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-119358-1			
	UPGRADE AND IMPLEMENTATION OF ADA WIDGETS AND SUPPORT TO EXISTING WEBSITE. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	PDF ACCESSIBILITY YEAR 1 DOCACCESS IS A DOCUMENT ACCESSIBILITY PLATFORM THAT SCANS, CONVERTS, AND MONITORS PDF DOCUMENTS ON WEBSITES TO SUPPORT ADA AND SECTION 508 COMPLIANCE EFFORTS FOR USERS WITH DISABILITIES	1.00 EACH	15000.00000	15000.00
	Additional Description Notes			
	DOCACCESS COVERED DOMAINS: 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			

Bill To	Requisition 00010069-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.60.25.2500.2500.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CIVICPLUS, INC 302 SOUTH 4TH STREET SUITE 500 MANHATTAN, KS 66502 UNITED STATES Tel#7855871853	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/26	295715				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	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	1000.60.25.2500.2500.2500.0000.0000.42115.			15000.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 15000.00

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

Account	Amount	Remaining Budget
1000.60.25.2500.2500.2500.0000.0000.42115. FINANCE ADMINISTRATION EXP SOFTWARE COSTS	15000.00	275570.58

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00010069-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.60.25.2500.2500.2500.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor
CIVICPLUS, INC
302 SOUTH 4TH STREET
SUITE 500

MANHATTAN, KS 66502
UNITED STATES
Tel#7855871853

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
SAMANTHA.COOLEY@CITYOFMOBILE.GOV

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/26/26	295715				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/27/26	GREG HOLLIDAY		Auto approved by: 91057606	
	Approved	03/27/26	SCOTT KEARNEY			
	Approved	03/27/26	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	03/27/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	03/27/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	03/27/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	03/27/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/27/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	03/27/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	03/27/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	03/27/26	ANNE FOLEY			
	Approved	03/27/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase orders to Emergency Equipment Professional, Inc for in-frame engine rebuilds for one 2011 E-One Typhoon pumper truck and one 2011 E-One HP78 aerial fire truck for MFRD.

Amount of Contract:
Total of POs $56,594.99

Funding Source
General fund.

ATTACHMENTS:
1. 20260402 EEP Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (Date) Item No. _____

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

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase orders to Emergency Equipment Professional, Inc for in-frame engine rebuilds for one 2011 E-One Typhoon pumper and one 2011 E-One HP78 aerial fire trucks.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total of POs $56,594.99

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 6037

How many bidders received bid packages (if applicable): + web

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 execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
10230, 10235	2026	(1510) FIRE ADMINISTRATION	IN FRAME ENGINE REBUILDS FOR ONE 2001 E-ONE TYPHOON PUMPER TRUCK AND ONE 2011 E-ONE HP78 AERIAL TRUCK FOR MFRD (SEALED BID 6037)	$56,594.99	(294963) EMERGENCY EQUIPMENT PROFESSIONAL, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

General Notes

AS PER CITY OF MOBILE BID #6037 AND YOUR QUOTE #227503 DATED 3-24-2026

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VENDOR IS TO PICKK UP THE TRUCK FROM TEH CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE ADDITIONAL WORK MUST BE APPROVED IN WRITING PRIOR TO THE ADDITIONAL WORK BEING DONE. WORK DONE WITHOUT THE PRIOR APPROVAL WILL NOT BE PROCESSED FOR PAYMENT.

ENGINE 54/52547;ENGINE IN-FRAME REBUILD BID 6037

001	ENGINE 54/ASSET 52547;CUSTOMER LABOR; QUOTE #: 227503	1.00 EACH	10175.00000	10175.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			10175.00

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

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
03/31/26	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			
023	ENGINE 54/ASSET 52547;PARTS: KIT, COOLER, EGR, VERTICAL; QUOTE #: 227503	1.00 EACH	2173.18000	2173.18
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2173.18
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
024	ENGINE 54/ASSET 52547;PARTS: ENGINE KIT; QUOTE #: 227503	1.00 EACH	3159.58000	3159.58

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			3159.58
	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	ENGINE 54/ASSET 52547;PARTS: HEAD/NEW; QUOTE #: 227503	1.00 EACH	3263.07000	3263.07
1	1000.30.15.1510.1510.1510.0000.0000.45050.			3263.07
	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	ENGINE 54/ASSET 52547;PARTS: HEAD	1.00	158.38000	158.38

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	BOLT KIT; QUOTE #: 227503	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			158.38
	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	ENGINE 54/ASSET 52547;PARTS: TURBO	1.00	2746.20000	2746.20
	REMAN; QUOTE #: 227503	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2746.20
	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 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
028	ENGINE 54/ASSET 52547;PARTS: ANTIFREEZE, RADICOOL, BULK, MIX; QUOTE #: 227503	14.00 EACH	13.18000	184.52
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			184.52
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
029	ENGINE 54/ASSET 52547; PARTS:OIL, 15W40,BULK,CRB MULTI, CK4; QUOTE #: 227503	7.00 EACH	19.42000	135.94
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			135.94
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
030	ENGINE 54/ASSET 52547; PARTS:FILTER,OIL; QUOTE #: 227503	1.00 EACH	44.05000	44.05
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			44.05
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
031	ENGINE 54/ASSET 52547; PARTS:FUEL FILTER; QUOTE #: 227503	1.00 EACH	25.94000	25.94
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			25.94
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
032	ENGINE 54/ASSET 52547; PARTS:FUEL/WATER SEPARATOR; QUOTE #: 227503	1.00 EACH	77.46000	77.46
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			77.46
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
033	ENGINE 54/ASSET 52547; PARTS:CLEANER, AIR, 7 INCH; QUOTE #: 227503	1.00 EACH	213.70000	213.70
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			213.70

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	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			
034	ENGINE 54/ASSET 52547; PARTS:HARNESS, INJECTOR PASS THROUGH; QUOTE #: 227503	3.00 EACH	107.20000	321.60
1	1000.30.15.1510.1510.1510.0000.0000.45050.			321.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
035	ENGINE 54/ASSET 52547; PARTS:CLILP. WIRE HARNESS,ROCKER; QUOTE #:	10.00 EACH	4.59000	45.90

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 9

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	227503			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			45.90
	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	ENGINE 54/ASSET 52547; PARTS:CRANKCASE FILTER; QUOTE #: 227503	1.00 EACH	234.18000	234.18
1	1000.30.15.1510.1510.1510.0000.0000.45050.			234.18
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
037	ENGINE 54/ASSET 52547; PARTS:COUNTER BORE CUT; QUOTE #: 227503	1.00 EACH	2500.00000	2500.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			2500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
039	ENGINE 54/ASSET 52547;SHOP SUPPLIES; QUOTE #: 227503	1.00 EACH	100.00000	100.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			100.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
040	ENGINE 54/ASSET 52547; PARTS:CAC40-400X6; QUOTE #: 227503	4.00 EACH	44.91000	179.64
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			179.64
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
041	ENGINE 54/ASSET 52547; PARTS:CT450LSS CLAMP; QUOTE #: 227503	8.00 EACH	18.91000	151.28
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			151.28

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	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			
042	ENGINE 54/ASSET 52547; PARTS:TURBO MOUNTING STUDS; QUOTE #: 227503	4.00 EACH	10.64000	42.56
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			42.56
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
043	ENGINE 54/ASSET 52547; PARTS:EXHAUST MOUNTING BOLTS; QUOTE #: 227503	12.00 EACH	3.46000	41.52

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			41.52
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
044	ENGINE 54/ASSET 52547; PARTS:PUMP TEST; QUOTE #: 227503	1.00 EACH	370.00000	370.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			370.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
045	ENGINE 54/ASSET 52547; PARTS:SEAL,	6.00	6.79000	40.74

Bill To	Requisition 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 14

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	O-RING, INJECTOR,BLUE; QUOTE #: 227503	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			40.74
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
046	ENGINE 54/ASSET 52547; PARTS:SEAL, FUEL INJECTOR; QUOTE #: 227503	6.00 EACH	4.33000	25.98
1	1000.30.15.1510.1510.1510.0000.0000.45050.			25.98
	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 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
047	ENGINE 54/ASSET 52547; PARTS:SEAL, O-RING; QUOTE #: 227503	6.00 EACH	4.48000	26.88
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			26.88
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
048	ENGINE 54/ASSET 52547; PARTS:P27248R; QUOTE #: 227503	1.00 EACH	966.72000	966.72
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			966.72
	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 00010230-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 27404.02

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	27404.02	2217048.19
FIRE ADMINISTRATION EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Rejected	03/31/26	JOHN PAINE	per your request
Queued	04/02/26	DONALD ROSE	per your request
Queued	04/02/26	SANDRA LEWIS	per your request
Queued	04/02/26	STEVEN KRONINGER	per your request
Queued	04/02/26	SAMANTHA COOLEY	per your request
Queued	04/02/26	JAMES NEESE	per your request
Queued	04/02/26	PATRICIA KENNEDY-JONES	per your request
Queued	04/02/26	REBECCA CRUMPLER	per your request
Queued	04/02/26	ANNE FOLEY	per your request
Queued	04/02/26	JOHN PAINE	per your request

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER CITY OF MOBILE BID #6037 AND YOUR QUOTE #227394 DATED 3-24-2026.			
	NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VENDOR IS TO PICK UP THE TRUCK FROM THE CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE ADDITIONAL WORK MUST BE APPROVED IN WRITING PRIOR TO THE ADDITIONAL WORK BEING DONE. WORK DONE WITHOUT THE PRIOR APPROVAL WILL NOT BE PROCESSED FOR PAYMENT.			
	TRUCK 48/52563;ENGINE IN-FRAME REBUILD BID #6037			
001	Truck 48/Asset 52563;Customer Labor; Quote:227934	1.00 EACH	10175.00000	10175.00

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			10175.00
	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	Truck 48/Asset 52563;PARTS: NEW CYLINDER HEAD; Quote:227934	1.00 EACH	2846.15000	2846.15
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2846.15
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Truck 48/Asset 52563;PARTS:	1.00	200.00000	200.00

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	CYLINDER HEAD BOLT; Quote:227934	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			200.00
	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	Truck 48/Asset 52563;PARTS: ENGINE	1.00	2931.57000	2931.57
	OVERHAUL KIT; Quote:227934	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2931.57
	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 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	Truck 48/Asset 52563;PARTS:FUEL INJECTOR REMAN; Quote:227934	6.00 EACH	803.48000	4820.88
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			4820.88
	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	Truck 48/Asset 52563;PARTS:TURBO REMAN; Quote:227934	1.00 EACH	2488.20000	2488.20
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			2488.20
	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 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	Truck 48/Asset 52563;PARTS:ACTUATOR REMAN; Quote:227934	1.00 EACH	1034.37000	1034.37
1	1000.30.15.1510.1510.1510.0000.0000.45050.			1034.37

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	Truck 48/Asset 52563;PARTS:COUNTER BORE CUT; Quote:227934	1.00 EACH	2500.00000	2500.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			2500.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
009	Truck 48/Asset 52563;PARTS:ANTIFREEZE, RADICOOL, BULK, MIX; Quote:227934	14.00 EACH	13.18000	184.52
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			184.52
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	Truck 48/Asset 52563; PARTS: OIL, 15W40, BULK, CRB MULTI, CK4; Quote:227934	7.00 EACH	19.42000	135.94
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			135.94

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	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			
011	Truck 48/Asset 52563;PARTS: CLEANER, AIR, 7 INCH; Quote:227934	1.00 EACH	213.70000	213.70
1	1000.30.15.1510.1510.1510.0000.0000.45050.			213.70
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	Truck 48/Asset 52563;PARTS: CRANKCASE FILTER; Quote:227934	1.00 EACH	234.18000	234.18

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050. Review: Buyer: Status: Approved Page 8

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			234.18
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013	Truck 48/Asset 52563;PARTS: FUEL FILTER; Quote:227934	1.00 EACH	36.20000	36.20
1	1000.30.15.1510.1510.1510.0000.0000.45050.			36.20
	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	Truck 48/Asset 52563;PARTS: FUEL/WATER SEPARATOR; Quote:227934	1.00 EACH	77.46000	77.46

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 9

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1510.1510.0000.0000.45050.			77.46
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	Truck 48/Asset 52563;SHOP SUPPLIES; Quote:227934	1.00 EACH	100.00000	100.00
1	1000.30.15.1510.1510.1510.0000.0000.45050.			100.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016	Truck 48/Asset 52563;PARTS:	3.00	107.20000	321.60

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	HARNESS, INJECTOR, PASS THROUGH; Quote:227934	EACH		
1	1000.30.15.1510.1510.1510.0000.0000.45050.			321.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017	Truck 48/Asset 52563;PARTS: CLILP. WIRE HARNESS, ROCKER; Quote:227934	10.00 EACH	4.59000	45.90
1	1000.30.15.1510.1510.1510.0000.0000.45050.			45.90
	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 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
018	Truck 48/Asset 52563;PARTS: BREATHER, CRANKCASE, TUBE KIT; Quote:227934	1.00 EACH	114.73000	114.73
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			114.73
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019	Truck 48/Asset 52563;PARTS: FILTER, OIL; Quote:227934	1.00 EACH	44.05000	44.05
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			44.05
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
020	Truck 48/Asset 52563;PARTS: PUMP TEST; Quote:227934	1.00 EACH	370.00000	370.00
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			370.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
021	Truck 48/Asset 52563;PARTS: EXHAUST MOUNTING BOLTS; Quote:227934	12.00 EACH	3.46000	41.52
	1 1000.30.15.1510.1510.1510.0000.0000.45050.			41.52

Bill To	Requisition 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
03/31/26	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			
022	FREIGHT	1.00 EACH	275.00000	275.00
	Additional Description Notes --- Quote:227934 Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45050.			275.00
	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 00010235-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 14

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
03/31/26	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 29190.97

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45050.	29190.97	2217048.19
FIRE ADMINISTRATION EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Rejected	03/31/26	JOHN PAINE	per your request
Approved	04/01/26	DONALD ROSE	Auto approved by: 9105paij
Approved	04/01/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/01/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/01/26	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/01/26	JAMES NEESE	Auto approved by: 9105paij
Approved	04/01/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	04/01/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	04/01/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/01/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #6037
FOR IN-FRAME REBUILD OF EXISTING CUMMINS
29 ENGINES IN FIRE APPARATUS

	EMPIRE TRUCK SALES	**EMERGENCY EQUIPMENT PROFESSIONALS**
PUMPER E54	$42,958.68 Approximately 3 Weeks	$27,404.08 30-60 Days
AERIAL T48	$47,787.83 Approximately 3 Weeks	$29,190.97 30-60 Days

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:
3/20/2026	6037	Garage	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m. Friday, March 27, 2026

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

IN-FRAME REBUILT OF EXISTING CUMMINS L9 ENGINES IN FIRE APPARATUS

Vendor to In-Frame Rebuild Existing Cummins L9 Engine Vehicles.

Vehicles are currently at the following:
-E54 is located at the Training Center at 860 Owens St., Mobile, Alabama.
-T48 is located at Sunbelt Fire in Fairhope, Alabama.

To view Apparatus Contact Jason Brown at 251-288-7501.

Vendor will need to tow the units to Repair Shop.

Vendor will pick truck up from City of Mobile Fire Department Training Center on Owen's Street, or other specified location.

Vendor will deliver Apparatus under its own power back to the City.

Vendor will follow Cummins break-in procedures and shall document the break in.

City will have full access to Vendor's shop to view the Replacement process.

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
	Page 2 of 4 Business License Required (See Instruction #14). All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http:// immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.gov. This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.					
			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

No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile.

All Changes must be done in writing and can only be issued by the Purchasing Agent.

Time to do in-frame rebuild of Engine and associated parts may be a consideration in the award of this bid.

Price to do in-frame on Pumper E54:

$_____

Time to complete In-Frame Rebuild:

_____

Price to do In-Frame on Aerial T48:

$_____

Time to complete In-Frame Rebuild:

_____

Please Note:

Aerial is currently at Sunbelt Fire having work done which is not related to the in-frame rebuild. When this work is completed, it can be picked up from Fire Department Training Center.

Time to complete these other repairs are not currently available.

Vendor will need to hold price until unit is available.

Rebuild as per bid specifications.

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
	Page 4 of 4 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. THE ABOVE TO BE AWARDED ON A PER VEHICLE BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

E54: 2010 E-One Typhoon pumper, VIN# 4EN6AAA82A1006248

Cummins ISL9 In-Frame Overhaul

Aftermarket Parts Acceptable

New EGR Cooler

New Cylinder Head

Head Bolt Kit

Remanufactured Turbo

Remanufactured Turbo Actuator

Antifreeze

15W40 Oil

Oil Filter

Fuel Filter

Fuel/Water Separator

Air Cleaner

Pass Through Injector Harness

Rocker Wire Harness

Crankcase Filter

Counter Bore Cut

Charge Air Cooler Hoses w/Clamps

Vendor Shall Provide a Passing Pump Test Certification Post-Overhaul

T48: 2010 E-One Typhoon aerial, VIN# 4EN6AAA81A1006256

Cummins L9 In-Frame Overhaul

Aftermarket Parts Acceptable

New Cylinder Head

Head Bolt Kit

Remanufactured Turbo

Remanufactured Turbo Actuator

Antifreeze

15W40 Oil

Oil Filter

Fuel Filter

Fuel/Water Separator

Air Cleaner

Pass Through Injector Harness

Rocker Wire Harness

Crankcase Breather Tube

Engine Overhaul Kit

Remanufactured Fuel Injector

Vendor Shall Provide a Passing Pump Test Certification Post-Overhaul

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Imagetrend, Inc for annual renewal of Imagetrend emergency response case, patient, and resource tracking and reporting software for MFRD.

Amount of Contract:
$149,600.00

Funding Source
General fund - EMS response

ATTACHMENTS:
1. 20260330 Imagetrend Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 Imagetrend, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Imagetrend, Inc for annual renewal of Imagetrend emergency response case, patient, and resource tracking and reporting software for MFRD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $149,600.00

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: GSA 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
9997	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND EMERGENCY RESPONSE CASE, PATIENT, AND RESOURCE TRACKING AND REPORTING SOFTWARE FOR MFRD (GSA CONTRACT)	$149,600.68	(295732) IMAGETREND, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE. PER GSA-GS-35F 365DA. GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 16, 2021 through June 15, 2026. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. PERIOD COVERED: 3/21/26-3/20/27			
001	SOFTWARE AS FOLLOWS:	1.00 EACH	4776.17000	4776.17
	Additional Description Notes --- ANNUAL FEE CONTINUUM; 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
1	6120.70.15.0000.0000.1510.0000.0000.42115.			4776.17
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
IMAGETREND, INC.	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.GOV
Tel#9524691589	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
03/25/26	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	SOFTWARE AS FOLLOWS:	1.00 EACH	4776.17000	4776.17
	Additional Description Notes --- ANNUAL FEE EMS CONTINUUM; 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
	1 6120.70.15.0000.0000.1510.0000.0000.42115.			4776.17
	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	SOFTWARE AS FOLLOWS:	1.00 EACH	4776.17000	4776.17
	Additional Description Notes			

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ANNUAL FEE FIRE PACKAGE, 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
1	6120.70.15.0000.0000.1510.0000.0000.42115.			4776.17
	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	SOFTWARE AS FOLLOWS:	1.00 EACH	84739.39000	84739.39
	Additional Description Notes ANNUAL FEE Elite™ Rescue - SaaS, 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
1	6120.70.15.0000.0000.1510.0000.0000.42115.			84739.39

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				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	SOFTWARE AS FOLLOWS:	1.00 EACH	15070.08000	15070.08
	Additional Description Notes --- ANNUAL FEE Health Information Hub™ Volume Tier 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
	1 6120.70.15.0000.0000.1510.0000.0000.42115.			15070.08

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
IMAGETREND, INC.	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.GOV
Tel#9524691589	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
03/25/26	295732				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			
006	SOFTWARE AS FOLLOWS:	1.00 EACH	11592.45000	11592.45
	Additional Description Notes --- ANNUAL FEE HIH™ Elite/Hospital Bi-Directional 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
	1 6120.70.15.0000.0000.1510.0000.0000.42115.			11592.45

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				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			
007	SOFTWARE AS FOLLOWS: Additional Description Notes --- ANNUAL FEE Elite EMS Telestaff Integration 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714	1.00 EACH	10609.00000	10609.00
1	6120.70.15.0000.0000.1510.0000.0000.42115.			10609.00

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
IMAGETREND, INC.	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.GOV
Tel#9524691589	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
03/25/26	295732				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			
008	SOFTWARE AS FOLLOWS: Additional Description Notes --- ANNUAL FEE Visual Informatics™03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714	1.00 EACH	11139.45000	11139.45
	1 6120.70.15.0000.0000.1510.0000.0000.42115.			11139.45

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				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			
009	SOFTWARE AS FOLLOWS:	1.00 EACH	2121.80000	2121.80
	Additional Description Notes --- ANNUAL FEE CAD Distribution 03/21/2026-03/20/2027 Invoice PS-INV123547 Vendor Item Inventory Item/Loc 1714			
	1 6120.70.15.0000.0000.1510.0000.0000.42115.			2121.80

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 149600.68

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42115. EMERGENCY MEDICAL SVCS EXP SOFTWARE COSTS	149600.68	

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

Activity	Date	Clerk	Comment
Approved	03/27/26	DONALD ROSE	Auto approved by: 9105fola
Approved	03/27/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/27/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	03/27/26	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	03/27/26	JAMES NEESE	Auto approved by: 9105fola
Approved	03/27/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	03/27/26	REBECCA CRUMPLER	Auto approved by: 9105fola

Bill To	Requisition 00009997-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
IMAGETREND, INC. 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.GOV Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/26	295732				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/27/26	ANNE FOLEY			
	Approved	03/27/26	JOHN PAINE		Auto approved by: 9105fola	
	Approved	03/27/26	ANNE FOLEY		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY F – INFORMATION TECHNOLOGY

CONTRACT NUMBER:
GS-35F-365DA

PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
http://www.imagetrend.com/

Contract Administrator
Sherri Leflay
Email: **contracts@imagetrend.com**

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION
IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 511210:	**Software Licenses**
SIN 54151:	**Software Maintenance Services**
SIN 611420:	**Information Technology Training**
SIN 54151ECOM:	**Electronic Commerce and Subscription Services**
SIN OLM:	**Order Level Materials**

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**: Please see the . pricelist below.

1c . **HOURLY RATE (Services Only):** Please see the labor category descriptions below for . details.

2. MAXIMUM ORDER*:

SIN 511210	$500,000
SIN 54141:	$500,000
SIN 611420:	$250,000
SIN 54151ECOM:	$500,000
SIN OLM:	$250,000

*If the “best value” selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. POINT(S) OF PRODUCTION:

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. QUANTITY DISCOUNT(S):

1% for orders equal to or exceeding $150,000;
2% for orders equal to or exceeding $250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

10d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico

12a. **ORDERING ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:**

ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671

14. **WARRANTY PROVISION:** N/A

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT: As Applicable. For more information, please go to http://www.imagetrend.com/**

23. **DUNS NUMBER:** 078407906

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	$113,652.39	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	$9,092.19	Standard commercial Warranty
SIN	**Manufacturer**	**Manufacturer Product Number**	**Product Name**	**Product Description**	**Unit of Issue**	**Number of Runs (Min)**	**Number of Runs (Max)**	**Price Offered to GSA (with IFF)**	**Warranty**
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_Saas1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	$6,629.72	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	$1.89	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	$1.89	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	$947.10

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Marinus Engineering LLC for fender system components for Cruise Terminal

Amount of Contract:
$454,889.60

Funding Source
Capital - Mobile Riverfront Capital Improvements

ATTACHMENTS:
1. 20260402 Marinus Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 Marinus Engineering LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Marinus Engineering LLC for fender system components for Cruise Terminal
Capital - Mobile Riverfront Capital Improvements

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $454,889.60

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 6033

How many bidders received bid packages (if applicable): 14 + web

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 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
10317	2026	(3005) ENGINEERING	FENDER SYSTEM COMPONENTS FOR CRUISE TERMINAL (SEALED BID 6033)	$454,889.60	(300294) MARINUS ENGINEERING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010317-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MARINUS ENGINEERING LLC	ENGINEERING
322B HEYMANN BLVD	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644
LAFAYETTE, LA 70503	BRANDI.JACKSON@CITYOFMOBILE.GOV
Tel#337-761-9181	
	Deliver To
	ENGINEERING
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/26	300294				ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	One (1) MCO-1000H (Ml.2) rubber cone fender with the following characteristics: Energy (CV)= 271 ft-kips [357 kN-m] Reaction (CV) = 148 kips [659 kN] Deflection = 70. 0% [700mm] Tolerance= +/-10.0% One (1) 7'-0" wide x 8' -9" long fabricated closed box steel frontal panel faced with 2" thick 'virgin' UHMW-PE material, color to be determined. Two (2) tension chain assemblies, with tensioners. Two (2) weight chain assemblies, with tensioners. Two (2) shear chain assemblies. Six (6) fender to panel hardware sets, 316ss. Six (6) fender anchor hardware sets for existing concrete, 316ss. Fabricated steel chain brackets, hdg. Chain bracket anchor hardware sets for existing concrete, 316ss. Additional Notes: Steel panel to be coated with 16 mils of high build marine epoxy. All hardware and chain components to be hot-dip-galvanized, u.n.o. To provide regular status reports and participate in virtual status meetings. To provide City detailed drawings within one calendar week	24.00 EACH	17620.40000	422889.60

Bill To	Requisition 00010317-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
MARINUS ENGINEERING LLC	ENGINEERING
322B HEYMANN BLVD	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644
LAFAYETTE, LA 70503	BRANDI.JACKSON@CITYOFMOBILE.GOV
Tel#337-761-9181	
	Deliver To
	ENGINEERING
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/26	300294				ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	of receipt of Purchase Order. Unit price reflects 2% discount off of bid amount for 50% prepayment) City to pay this item: prepay 50% at order; 50% upon receipt of items. Complete delivery within 15 weeks of order.			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C1046 .CAPEQUIPMT. .			422889.60
	Ship To ENGINEERING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 361 MOBILE, AL 36644			
	Deliver To ENGINEERING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 361 MOBILE, AL 36644			
002	Shipping of entire order to Port of Mobile Specific shipping destination and arrangements to be determined. City to pay this item: upon receipt of delivery Any changes to shipping price due to	1.00 EACH	32000.00000	32000.00

Bill To	Requisition 00010317-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
MARINUS ENGINEERING LLC	ENGINEERING
322B HEYMANN BLVD	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644
LAFAYETTE, LA 70503	BRANDI.JACKSON@CITYOFMOBILE.GOV
Tel#337-761-9181	
	Deliver To
	ENGINEERING
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/26	300294				ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	unexpected reasonable caused to be mutually coordinated with the City. Total price to City for this item not to exceed $50,000.			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C1046 .CAPEQUIPMT. .			32000.00

Ship To
ENGINEERING
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 361
MOBILE, AL 36644

Deliver To
ENGINEERING
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 361
MOBILE, AL 36644

Requisition Link

Requisition Total 454889.60

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C1046 .CAPEQUIPMT. .	454889.60	1295110.40

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	454889.60	

Bill To	Requisition 00010317-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
MARINUS ENGINEERING LLC	ENGINEERING
322B HEYMANN BLVD	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644
LAFAYETTE, LA 70503	BRANDI.JACKSON@CITYOFMOBILE.GOV
Tel#337-761-9181	
	Deliver To
	ENGINEERING
	205 GOVERNMENT STREET
	3RD FLR S TOWER ROOM 361
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/26	300294				ENGINEERING

Account		Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP	EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	04/01/26	JOHN FORRESTER	
Approved	04/01/26	NICHOLAS AMBERGER	Auto approved by: 910513653
Approved	04/01/26	BRENDA RHODES	
Approved	04/01/26	TIFFANY HOLLINS	Auto approved by: 910511034
Queued	04/01/26	DONALD ROSE	Auto approved by: 910511034
Queued	04/01/26	SANDRA LEWIS	Auto approved by: 910511034
Queued	04/01/26	STEVEN KRONINGER	Auto approved by: 910511034
Queued	04/01/26	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	04/01/26	JAMES NEESE	Auto approved by: 910511034
Queued	04/01/26	PATRICIA KENNEDY-JONES	Auto approved by: 910511034
Queued	04/01/26	REBECCA CRUMPLER	Auto approved by: 910511034
Queued	04/01/26	ANNE FOLEY	Auto approved by: 910511034
Queued	04/01/26	JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

BID TABULATION
Cruise Terminal Fender System Components
BID #6033

	Marinus Engineering LLC	**Trelleborg Marine Systems North America Inc**
Each Fender Unit	$17,980.00	$12,955.00
TOTAL 24 Fender Units	$431,520.00	$310,920.00
Shipping	$32,000.00	$282,522.00
TOTAL 24 Fender Units + Shipping	$463,520.00	$593,442.00
Discount on fenders: 100% prepayment	2%	N/A
Discount 50%/50%	2%	N/A
Discount 30%/30%/40%	N/A	0%, only option

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:
3/5/2026	6033	ENGINEERING	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 p.m., Wednesday, March 25, 2026

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.

FENDER SYSTEM COMPONENTS

Vendor to provide to The City of Mobile One (1) Lot of 24 Ocean Going Ship Fender Components for City installation on the City of Mobile owned dock as per the following and attached specifications.

Bidders must respond to this bid opportunity in the sealed envelope or package to be opened at 12:01 p.m., Wednesday, March 25, 2026, at the US Mail or Package Delivery Address listed at the top of this form. Bidder to provide one signed original paper copy and one electronic copy by CD or flash drive of their bid response in the sealed package.

Include with the Bid submission:
1. Signed cover copy of this bid form at the bottom of this page. Note: DO NOT include pricing on this page – refer to separate bid pricing sheet at the end of the specifications.
2. Signed bid pricing sheet found at the end of the specifications.
3. Additional sheets regarding alternative proposed payment terms if necessary.
4. Specification and performance documentation listed as required by paragraphs 7 and 8 in the performance specifications.
5. Warranty and claim information required by paragraph 10 of the performance specifications.
6. Alabama Certificate of Authority to Operate or Evidence of Alabama Incorporation
7. Evidence of Enrollment in E-Verify

Emailed or faxed responses will not be accepted.

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 _____

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.

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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/

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    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.

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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
	State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions regarding this bid opportunity must be emailed to the Purchasing Department at purchasing@cityofmobile.gov and must be received by noon on March 17, 2026. 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. THIS BID OPPORTUNITY 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 River Fender System Replacement Project
Fender Specification

1. General

This performance-based specification covers the design, supply, testing, and delivery of complete cone fender systems for a closed-structure berth at the Mobile Alabama Cruise Terminal on the U.S. Gulf Coast in Mobile, AL. The fender system unit shall comprise a single cone-type elastomeric fender per unit, a steel frontal frame with UHMW-PE low-friction face pads, chain systems, anchorage, and all accessories required for a complete and operable installation. Products from ShibataFenderTeam (model SPC900/G2.1) or Trelleborg Marine & Infrastructure (model SCN950/F1.4), or approved equals meeting this specification in full, are acceptable. This specification requires the delivery of twenty-four (24) fender units NO LATER THAN August 21, 2026. Delivery shall be made to the Alabama Port of Mobile in Mobile, AL. Specific delivery location and arrangements will be coordinated with the successful bidder. Bidders should presume they will be required to offload systems at destination.

1.1 Vessel and Design Basis

a. Design vessel (basis of energy): Cruise liner (post-Panamax class) with displacement ~50,253 t, Lpp 247 m, beam 35.4 m, draft 8.2 m.

b. Berthing approach: side berthing to a closed structure; bow impact 25%; angle of approach 6°.

c. Under-keel clearance: 4 m. Velocity for energy derivation: 0.10 m/s (100 mm/s).

d. Environmental condition: “Good, sheltered” berthing.

Design inputs and method reference: PIANC WG33 (2002) methodology for berthing energy and fender performance/test procedures. Normal energy EN = 178.29 kNm; adopted factor of safety = 2.0; abnormal design energy EA = 356.58 kNm.

2. System Performance Requirements

Performance values below are for the complete fender unit at constant slow compression (CV), corrected for manufacturing tolerance and project factors (velocity, temperature, and angle). The supplier shall select and configure either SPC900/G2.1 or SCN950/F1.4 (or approved equal) to satisfy all requirements concurrently.

1. Minimum corrected energy absorption (E_corr) ≥ 356.6 kNm at 6° contact angle and 100 mm/s test basis (apply: −10% on energy for manufacturing tolerance; include VF/TF/AF as per PIANC).

2. Maximum corrected reaction force (R_corr) ≤ 629 kN at the same conditions (apply: +10% on reaction for manufacturing tolerance; include VF/TF/AF).
3. Average hull pressure limited to ≤ 200 kN/m^2 based on corrected reaction distributed over effective flat panel face area.

4. Single fender unit per system (one cone body per panel).

2.1 Performance Factors & Tolerances

a. Manufacturing tolerance: −10% energy, +10% reaction (applied to catalogue CV values).

b. Velocity factor (VF): compute per vendor catalogue/test data for 100 mm/s reference.

c. Temperature factor (TF): compute for site temperature range; baseline 23±9 °C; design minimum 0 °C.

d. Angle factor (AF): compute for 6° contact.

3. Elastomeric Fender Body

Cone-type rubber fender body with integrally bonded internal steelwork. Rubber compound shall be natural/synthetic blend suitable for marine exposure, ozone and seawater resistant, reinforced with carbon black, and free of defects. Embedded plates and inserts to be fully encapsulated; only stainless steel ferrules exposed at bolting locations.

3.1 Rubber Compound—Minimum Properties

Property	Standard	Requirement
Tensile strength (orig.)	ISO 37	≥ 16.0 MPa Original
Elongation at break (orig.)	ISO 37	≥ 350 %
Hardness (orig.)	ISO 7619-1	≤ 78 Shore A
Compression set (22 h @70°C)	ISO 815-1	≤ 30 %
Tear resistance	ISO 34-1	≥ 70 kN/m
Ozone resistance	ISO 1431-1	No cracks

Seawater resistance (28 d @95°C)	ISO 1817	Hardness ±10 degrees Shore A; Volume +10/−5 %
Abrasion loss (3000 rev)	BS 903 A9/ISO 4649B	≤ 1.5 cc
Bond strength (rubber–steel)	ISO 813	≥ 7 N/mm

3.2 Dimensions & Tolerances

a. All rubber dimensions within ±3% or ±2 mm (whichever greater).

b. Bolt-hole spacing tolerance ±4 mm (non-cumulative).

4. Frontal Frame (Panel) & UHMW-PE Pads

a. Closed box steel panel designed per AISC Steel Construction Manual (15th Ed.) with minimum thickness guidelines per PIANC 2002: ≥12 mm (both faces exposed), ≥9 mm (one face), ≥8 mm (internal).

b. Panel sized to limit average hull pressure to ≤ 200 kN/m^2 including corrected reaction.

c. Provide chamfers ~150×150 mm on top and sides to avoid snagging.

d. All external welds continuous and air-tight. Pressure test panels at 0.5 kg/cm^2 for 30 minutes before coating; repair and retest until no leaks.

4.1 UHMW-PE Face Pads

a. Virgin UHMW-PE with 2.5% UV stabilization; coefficient of friction (steel) ≤ 0.15.

b. Nominal thickness 50 mm; chamfer 15×15 mm on exposed edges; unit piece weight 40–50 kg typical.

c. Wear allowance 10–15 mm above hardware; fastening by stainless studs (SS316L) with oversized washers and nuts.

5. Chain Systems & Hardware

a. Provide tension and weight (vertical shear) chains to support panel weight, restrain panel translation/rotation, and ensure fender remains in compression. Chain factor of safety ≥ 3 against breaking, based on corrected reaction and friction coefficient 0.15.

b. Weight chain initial angle ≤ 30°; adjustable turnbuckles/tensioners provided.

c. Chain brackets and fixtures sized for all loads; clear of fender compression envelope.

d. Anchorages: post-installed adhesive anchors for structure connections (SS316 hardware).

e. Fender-to-panel and UHMW-PE connections: SS316/316L bolts, nuts, washers as applicable.

6. Corrosion Protection

a. Provide additional corrosion allowance of 3.2 mm on exposed steel.

b. Hot-dip galvanize per ISO 1461 for carbon-steel components (chains, as applicable).

c. Paint system for splash-zone exposure per ISO 12944, category C5, durability class M (7–15 years), total NDFT ≈ 284 µm (e.g., sealer 80 µm + two epoxy coats totaling 204 µm), color black unless noted otherwise.

d. Provide isolation (nylon/HDPE) at bimetallic interfaces and a welded stud for connection to active cathodic protection if required.

7. Quality Assurance, Testing & Submittals

a. Manufacturers for elastomeric fender and steel fabrication shall be ISO 9001 certified; environmental management ISO 14001 preferred.

b. Provide PIANC 2002 type-approval certificate for the proposed fender model, and independent third-party (e.g., Lloyds/ABS) witnessed production performance tests.

c. Rubber compound verification: third-party TGA/FTIR per ASTM/ISO to confirm chemistry (polymer ≥45%, carbon black ≥20%, ash ≤5%, density ≤1.2 g/cc).

d. Production performance verification: test ≥10% of units at CV speeds per PIANC Appendix A; pass criteria: EVT ≥ 0.9×ECV×TF and RVT ≤ 1.1×RCV×TF at stabilized temperature.

e. Panel pressure test (air) and NDT: MT on fillet welds and UT on butt welds per AWS/ASME; documentation required.

f. Coating inspection per SSPC PA2 (DFT statistics), adhesion per ISO 4624.

g. **Submittals with bid: GA drawings, catalogue data, paint data sheets, and at least 10 reference installations of similar size/Type >10 years old**.

h. Post-award submittals: final drawings, panel/chain calculations, performance curves with correction factors, WPS/PQR/WPQ, UHMW-PE data and tests, installation & O&M manuals.

8. Model-Specific Acceptance – Demonstration of Compliance

a. Trelleborg SCN950/F1.4: Published CV performance ECV ≈ 356 kNm and RCV ≈ 629 kN. **Supplier shall demonstrate corrected performance meets Section 2 under project factors**.

b. ShibataFenderTeam SPC900/G2.1: **Supplier shall submit catalogue CV curves and correction factors demonstrating E_corr ≥ 356.6 kNm with R_corr ≤ 775 kN under Section 1.1 conditions, including tolerances and factors. If panel sizing differs from catalogue assumptions**, supplier shall adjust panel area to maintain hull pressure ≤ 200 kN/m^2.

c. For other model options offered: **Include with bid sufficient documentation to ensure model offering meets type and performance specifications**.

9. Packing, Delivery & Documentation

a. Provide seaworthy packing; deliver complete QA dossiers including all test certificates, coating reports, and as-built drawings.

b. Provide complete design calculations for the fender system including FEA analysis of the face panel indicating a maximum pressure of 200 kN/m^2. Calculations are to be provided in English Units.

c. Provide three (3) hard copies and one (1) digital copy of installation, inspection, and maintenance manuals before dispatch.

10. Warranty and Post-Delivery Support

a. Provide warranty for material, manufacturing, and performance defects, to include coating failures and premature wear. City expects successful bidder warranty to provide City reasonable assurance that product defects discovered by City during normal conditions of installation, use, and wear that lead to premature failure will be effectively and efficiently remedied by bidder. Failure of bidder to provide reasonable assurance of length or extent of bidder's warranty coverage, in the sole discretion of the City, will be caused for rejection of bid.

b. **Submit with bid: Full warranty information, to include coverages, terms, exclusions, and claims and corrective processes**.

BID PRICING Sheet - Please complete and sign

City to award bid based on lowest overall pricing on line 3, for responsive vendor meeting specifications in submissions, and product substantive compliance with material and performance specifications, to include assurance of delivery timeliness. The City retains discretion to determine whether bidder's submission adequately meets all such requirements. The City retains the right to clarify any bid submissions and to reject any or all bid submissions.

1. **Complete Fender Units** as per specifications. Price must include all custom or Import Taxes and applicable Tariff fees, but NOT to include shipping.

a. Price per EACH complete fender unit $_____

b. Extended Price for ALL 24 fender units $_____

2. **Shipping to Port of Mobile, Alabama**.

Indicate a Not to Exceed Shipping price: $_____

3. Total for 24 fenders plus not to exceed shipping $_____

4. **Payment term options**. City of Mobile Terms Are Net 30 Days upon delivery and acceptance of product. Shipping charges may be paid at time of shipping. The City will consider product pre-payment options in consideration of low bid award. Indicate below as a Percentage Discount Off of Line 1.b. (price excluding shipping) for the following payment options. If option below is bidder's ONLY OFFERED OPTION, indicate below:

a. 100% Pre-payment at time of order: Discount: _____% Only option? _____

b. 50% payment at time of order; 50% payment after delivery and acceptance of order.

Discount: _____% Only option? _____

c. 30% payment at time of order; 30% payment upon proof of shipment; 40% payment after delivery and acceptance of order.

Discount: _____% Only option? ____

d. Custom Discount for a condition not listed above. Please describe the terms separately.

_____

CORPORATE NAME – Name to which Purchase Document will be issued

_____ _____

SIGNATURE: DATE:

_____ _____

PRINTED NAME TITLE

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

ADDENDUM

March 12, 2026

RE: CITY OF MOBILE BID #6033 FOR FENDER SYSTEM COMPONENTS

Please consider this to be Addendum to City of Mobile Bid #6033 for Fender System Components.

The due date for signed written bids remains 12:01 pm local time, Wednesday, March 25, 2026.

The full contents of the original bid, and this and any subsequent Addenda to this bid may be found on the City Bid page.

CORRECTIONS:

1. Page 4, paragraph 2.2, specification should be corrected to read:

   Maximum corrected reaction force (R_corr) ≤ ~~625 kN~~ **775 kN** at the same conditions (apply: +10% on reaction for manufacturing tolerance; include VF/TF/AF).

2. Page 5, paragraph 5.a, specification should be clarified to read:

   Provide ~~tension~~ **shear** and weight ~~(vertical shear)~~ chains to support panel weight, restrain panel translation/rotation, and ensure fender remains in compression. Chain factor of safety ≥ 3 against breaking, based on corrected reaction and friction coefficient 0.15.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/lw

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:
3/5/2026	6033	ENGINEERING	TO BE SPECIFIED

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
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6. Alabama Certificate of Authority to Operate or Evidence of Alabama Incorporation
7. Evidence of Enrollment in E-Verify

Emailed or faxed responses will not be accepted.

		TOTAL	

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number 337.565.9916

Email Address jacob.delahoussaye@marinuseng.com

Firm Name MARINUS ENGINEERING LLC

Signature [signature]

Type or Print Name JACOB DELAHOUSSAYE

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.

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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

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions regarding this bid opportunity must be emailed to the Purchasing Department at purchasing@cityofmobile.gov and must be received by noon on March 17, 2026.

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.

THIS BID OPPORTUNITY TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name MARINUS ENGINEERING LLC

By _____

Mobile River Fender System Replacement Project
Fender Specification

1. General

This performance-based specification covers the design, supply, testing, and delivery of complete cone fender systems for a closed-structure berth at the Mobile Alabama Cruise Terminal on the U.S. Gulf Coast in Mobile, AL. The fender system unit shall comprise a single cone-type elastomeric fender per unit, a steel frontal frame with UHMW-PE low-friction face pads, chain systems, anchorage, and all accessories required for a complete and operable installation. Products from ShibataFenderTeam (model SPC900/G2.1) or Trelleborg Marine & Infrastructure (model SCN950/F1.4), or approved equals meeting this specification in full, are acceptable. This specification requires the delivery of twenty-four (24) fender units NO LATER THAN August 21, 2026. Delivery shall be made to the Alabama Port of Mobile in Mobile, AL. Specific delivery location and arrangements will be coordinated with the successful bidder. Bidders should presume they will be required to offload systems at destination.

1.1 Vessel and Design Basis

a. Design vessel (basis of energy): Cruise liner (post-Panamax class) with displacement ~50,253 t, Lpp 247 m, beam 35.4 m, draft 8.2 m.

b. Berthing approach: side berthing to a closed structure; bow impact 25%; angle of approach 6°.

c. Under-keel clearance: 4 m. Velocity for energy derivation: 0.10 m/s (100 mm/s).

d. Environmental condition: "Good, sheltered" berthing.

Design inputs and method reference: PIANC WG33 (2002) methodology for berthing energy and fender performance/test procedures. Normal energy EN = 178.29 kNm; adopted factor of safety = 2.0; abnormal design energy EA = 356.58 kNm.

2. System Performance Requirements

Performance values below are for the complete fender unit at constant slow compression (CV), corrected for manufacturing tolerance and project factors (velocity, temperature, and angle). The supplier shall select and configure either SPC900/G2.1 or SCN950/F1.4 (or approved equal) to satisfy all requirements concurrently.

1. Minimum corrected energy absorption (E_corr) ≥ 356.6 kNm at 6° contact angle and 100 mm/s test basis (apply: −10% on energy for manufacturing tolerance; include VF/TF/AF as per PIANC).

2. Maximum corrected reaction force (R_corr) ≤ 629 kN at the same conditions (apply: +10% on reaction for manufacturing tolerance; include VF/TF/AF).
3. Average hull pressure limited to ≤ 200 kN/m^2 based on corrected reaction distributed over effective flat panel face area.

4. Single fender unit per system (one cone body per panel).

2.1 Performance Factors & Tolerances

a. Manufacturing tolerance: −10% energy, +10% reaction (applied to catalogue CV values).

b. Velocity factor (VF): compute per vendor catalogue/test data for 100 mm/s reference.

c. Temperature factor (TF): compute for site temperature range; baseline 23±9 °C; design minimum 0 °C.

d. Angle factor (AF): compute for 6° contact.

3. Elastomeric Fender Body

Cone-type rubber fender body with integrally bonded internal steelwork. Rubber compound shall be natural/synthetic blend suitable for marine exposure, ozone and seawater resistant, reinforced with carbon black, and free of defects. Embedded plates and inserts to be fully encapsulated; only stainless steel ferrules exposed at bolting locations.

3.1 Rubber Compound—Minimum Properties

Property	Standard	Requirement
Tensile strength (orig.)	ISO 37	≥ 16.0 MPa Original
Elongation at break (orig.)	ISO 37	≥ 350 %
Hardness (orig.)	ISO 7619-1	≤ 78 Shore A
Compression set (22 h @70°C)	ISO 815-1	≤ 30 %
Tear resistance	ISO 34-1	≥ 70 kN/m
Ozone resistance	ISO 1431-1	No cracks

Seawater resistance (28 d @95°C)	ISO 1817	Hardness ±10 degrees Shore A; Volume +10/−5 %
Abrasion loss (3000 rev)	BS 903 A9/ISO 4649B	≤ 1.5 cc
Bond strength (rubber–steel)	ISO 813	≥ 7 N/mm

3.2 Dimensions & Tolerances

a. All rubber dimensions within ±3% or ±2 mm (whichever greater).

b. Bolt-hole spacing tolerance ±4 mm (non-cumulative).

4. Frontal Frame (Panel) & UHMW-PE Pads

a. Closed box steel panel designed per AISC Steel Construction Manual (15th Ed.) with minimum thickness guidelines per PIANC 2002: ≥12 mm (both faces exposed), ≥9 mm (one face), ≥8 mm (internal).

b. Panel sized to limit average hull pressure to ≤ 200 kN/m^2 including corrected reaction.

c. Provide chamfers ~150×150 mm on top and sides to avoid snagging.

d. All external welds continuous and air-tight. Pressure test panels at 0.5 kg/cm^2 for 30 minutes before coating; repair and retest until no leaks.

4.1 UHMW-PE Face Pads

a. Virgin UHMW-PE with 2.5% UV stabilization; coefficient of friction (steel) ≤ 0.15.

b. Nominal thickness 50 mm; chamfer 15×15 mm on exposed edges; unit piece weight 40–50 kg typical.

c. Wear allowance 10–15 mm above hardware; fastening by stainless studs (SS316L) with oversized washers and nuts.

5. Chain Systems & Hardware

a. Provide tension and weight (vertical shear) chains to support panel weight, restrain panel translation/rotation, and ensure fender remains in compression. Chain factor of safety ≥ 3 against breaking, based on corrected reaction and friction coefficient 0.15.

b. Weight chain initial angle ≤ 30°; adjustable turnbuckles/tensioners provided.

c. Chain brackets and fixtures sized for all loads; clear of fender compression envelope.

d. Anchorages: post-installed adhesive anchors for structure connections (SS316 hardware).

e. Fender-to-panel and UHMW-PE connections: SS316/316L bolts, nuts, washers as applicable.

6. Corrosion Protection

a. Provide additional corrosion allowance of 3.2 mm on exposed steel.

b. Hot-dip galvanize per ISO 1461 for carbon-steel components (chains, as applicable).

c. Paint system for splash-zone exposure per ISO 12944, category C5, durability class M (7–15 years), total NDFT ≈ 284 µm (e.g., sealer 80 µm + two epoxy coats totaling 204 µm), color black unless noted otherwise.

d. Provide isolation (nylon/HDPE) at bimetallic interfaces and a welded stud for connection to active cathodic protection if required.

7. Quality Assurance, Testing & Submittals

a. Manufacturers for elastomeric fender and steel fabrication shall be ISO 9001 certified; environmental management ISO 14001 preferred.

b. Provide PIANC 2002 type-approval certificate for the proposed fender model, and independent third-party (e.g., Lloyds/ABS) witnessed production performance tests.

c. Rubber compound verification: third-party TGA/FTIR per ASTM/ISO to confirm chemistry (polymer ≥45%, carbon black ≥20%, ash ≤5%, density ≤1.2 g/cc).

d. Production performance verification: test ≥10% of units at CV speeds per PIANC Appendix A; pass criteria: EVT ≥ 0.9×ECV×TF and RVT ≤ 1.1×RCV×TF at stabilized temperature.

e. Panel pressure test (air) and NDT: MT on fillet welds and UT on butt welds per AWS/ASME; documentation required.

f. Coating inspection per SSPC PA2 (DFT statistics), adhesion per ISO 4624.

g. **Submittals with bid: GA drawings, catalogue data, paint data sheets, and at least 10 reference installations of similar size/Type >10 years old**.

h. Post-award submittals: final drawings, panel/chain calculations, performance curves with correction factors, WPS/PQR/WPQ, UHMW-PE data and tests, installation & O&M manuals.

8. Model-Specific Acceptance – Demonstration of Compliance

a. Trelleborg SCN950/F1.4: Published CV performance ECV ≈ 356 kNm and RCV ≈ 629 kN. **Supplier shall demonstrate corrected performance meets Section 2 under project factors**.

b. ShibataFenderTeam SPC900/G2.1: **Supplier shall submit catalogue CV curves and correction factors demonstrating E_corr ≥ 356.6 kNm with R_corr ≤ 775 kN under Section 1.1 conditions, including tolerances and factors. If panel sizing differs from catalogue assumptions**, supplier shall adjust panel area to maintain hull pressure ≤ 200 kN/m^2.

c. For other model options offered: **Include with bid sufficient documentation to ensure model offering meets type and performance specifications**.

9. Packing, Delivery & Documentation

a. Provide seaworthy packing; deliver complete QA dossiers including all test certificates, coating reports, and as-built drawings.

b. Provide complete design calculations for the fender system including FEA analysis of the face panel indicating a maximum pressure of 200 kN/m^2. Calculations are to be provided in English Units.

c. Provide three (3) hard copies and one (1) digital copy of installation, inspection, and maintenance manuals before dispatch.

10. Warranty and Post-Delivery Support

a. Provide warranty for material, manufacturing, and performance defects, to include coating failures and premature wear. City expects successful bidder warranty to provide City reasonable assurance that product defects discovered by City during normal conditions of installation, use, and wear that lead to premature failure will be effectively and efficiently remedied by bidder. Failure of bidder to provide reasonable assurance of length or extent of bidder's warranty coverage, in the sole discretion of the City, will be caused for rejection of bid.

b. **Submit with bid: Full warranty information, to include coverages, terms, exclusions, and claims and corrective processes**.

BID PRICING Sheet - Please complete and sign

City to award bid based on lowest overall pricing on line 3, for responsive vendor meeting specifications in submissions, and product substantive compliance with material and performance specifications, to include assurance of delivery timeliness. The City retains discretion to determine whether bidder's submission adequately meets all such requirements. The City retains the right to clarify any bid submissions and to reject any or all bid submissions.

1. **Complete Fender Units** as per specifications. Price must include all custom or Import Taxes and applicable Tariff fees, but NOT to include shipping.

a. Price per EACH complete fender unit $ 17,980.00

b. Extended Price for ALL 24 fender units $ 431,520.00

2. **Shipping to Port of Mobile, Alabama**.

Indicate a Not to Exceed Shipping price: $ 32,000.00

3. Total for 24 fenders plus not to exceed shipping $ 463,520.00

4. **Payment term options**. City of Mobile Terms Are Net 30 Days upon delivery and acceptance of product. Shipping charges may be paid at time of shipping. The City will consider product pre-payment options in consideration of low bid award. Indicate below as a Percentage Discount Off of Line 1.b. (price excluding shipping) for the following payment options. If option below is bidder's ONLY OFFERED OPTION, indicate below:

a. 100% Pre-payment at time of order: Discount: 2 % Only option? ____

b. 50% payment at time of order; 50% payment after delivery and acceptance of order.

Discount: 2 % Only option? ____

c. 30% payment at time of order; 30% payment upon proof of shipment; 40% payment after delivery and acceptance of order.

Discount: —% Only option? —

d. Custom Discount for a condition not listed above. Please describe the terms separately.

MARINUS ENGINEERING LLC

CORPORATE NAME – Name to which Purchase Document will be issued

SIGNATURE:

3-24-2026

DATE:

JACOB DEVATHOUSSAME

PRINTED NAME

PRINCIPAL

TITLE

Marinus Project No: 768
Marinus Project Name: Mobile River Fender System Replacements

MARINUS ENGINEERING

To whom it may concern,

Marinus Engineering has reviewed the information provided and is pleased to offer a proposal for the fender systems and mooring bollards for the Mobile River Fender System Replacements project. Several documents were used in creating this proposal. For reference only scope specific specifications & drawings used, as follows:

Section	Specification Title	Rev #	Issue Date
--	FENDER SPECIFICATION	--	--
Sheet #	**Description**	**Rev #**	**Issue Date**
--	N/A	--	--
Description			**Issue Date**
Addendum No. 1			03/12/26
Addendum No. 2			03/18/26

Per the above listed drawing Marinus would like to offer the following :

Description	Unit Price	QTY	Ext. Price

Complete fender system consisting of the following:
- One (1) MCO-1000H (M1.2) rubber cone fender.
  o Energy (CV) = 271 ft-kips [357 kN-m]
  o Reaction (CV) = 148 kips [659 kN]
  o Deflection = 70.0% [700mm]
  o Tolerance = +/- 10.0%
- One (1) 7'-0" wide x 8'-9" long fabricated closed box steel frontal panel faced with 2" thick 'virgin' UHMW-PE material, color to be determined.
- Two (2) tension chain assemblies, with tensioners.
- Two (2) weight chain assemblies, with tensioners.
- Two (2) shear chain assemblies.
- Six (6) fender to panel hardware sets, 316ss.
- Six (6) fender anchor hardware sets for existing concrete, 316ss.
- Fabricated steel chain brackets, hdg.
- Chain bracket anchor hardware sets for existing concrete, 316ss.
 	
Notes:
- Steel panel to be coated with 16 mils of high build marine epoxy.
- All hardware and chain components to be hot-dip-galvanized, u.n.o.
	$17,980.00	24	$431,520.00

Ocean Freight (DDP) for the above items to jobsite.	$32,000.00	1	$32,000.00
		Total (Fender Systems) =	**$463,520.00**

Notes Regarding Proposal

Fender System Notes/Assumptions:

- Reference bid system drawing *#768-SK1-A*.
- The proposal includes standard factory testing, with third party witnessing.
- All drawings and calculations performed by a PE, registered in USA.

Marinus Scope of Work

Following the official award of the project, in the form of a PO or written letter of intent to purchase, Marinus will start on the technical submittal. The submittal will include documentation needed to verify the product(s) purchased. This may include, but not limited to, detailed drawings, catalog cutsheets, generalized performance curves, and all calculations needed. The anticipated timeframe to complete submittal packet for this project would be 1 – 2 weeks. Please note that production of any product will not begin prior to receipt of formal approval of product submittal.

After production has begun, Marinus will manage the project thru delivery to the final delivery destination (client to specify physical delivery address). Updates on production and/or shipping will be provided at client's request or at scheduled intervals, as requested by the client. Ocean freight line items include all import duties, clearing fees, and inland freight charges to complete delivery of goods to a client's specified location.

Proposed Schedule

Marinus will guarantee production times and cargo 'ready to ship' lead time. However, Marinus cannot guarantee shipping timeframes in the current market situation. Expected lead times are outlined below:

Fender Systems Delivery Schedule (Tentative):

- Production of fender systems shall be 6 – 7 weeks (Ex-Works China), from notice to proceed.
- Anticipated ocean shipping timeframe is an additional 6 weeks.
- Anchors/templates to be delivered in 4 weeks, from notice to proceed.

Payment Terms / Milestones

Marinus discusses and negotiates payment terms directly with client after indication of award. The following milestones are typical for projects of this size. All milestones and terms are negotiable.

Milestone #1 – 10% DP, Net 10 upon approval of engineering submittal package.
Milestone #2 – 35%, Net 30 mid-production of major items with proof of progress.
Milestone #3 – 35%, Net 30 production completion and vessel booking confirmation.
Milestone #4 – 20%, Net 30 product delivery and acceptance.

Pricing Validity

This proposal is valid for 30 days. Sales tax is not included and will be added to all invoices, if applicable.

Due to the current market situation, ocean freight pricing is provided as an estimate only. Marinus reserves the right to review and update this price if the rates fluctuate by more than 3%, when appropriate. Updated pricing will be provided prior to vessel booking. Marinus will do everything in its power to hold this price, and the client should be prepared for market instability.

Tariff Statement.

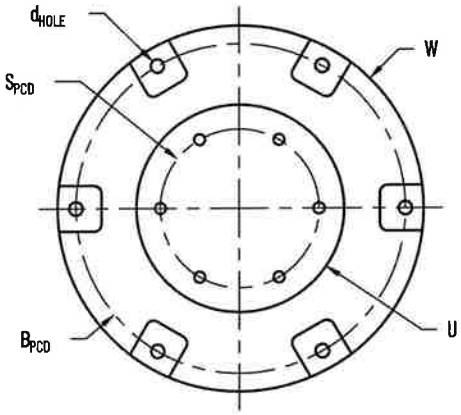
This proposal includes all tariffs enforced on overseas goods, from the date indicated below. Should any additional tariffs be implemented that affect any of the imported goods, Marinus reserves the right to pass those along to its customers. Marinus will also reduce price based on reduction of any tariffs at time of shipment. Full transparency of the cost impact on imports is expected and understood by Marinus.

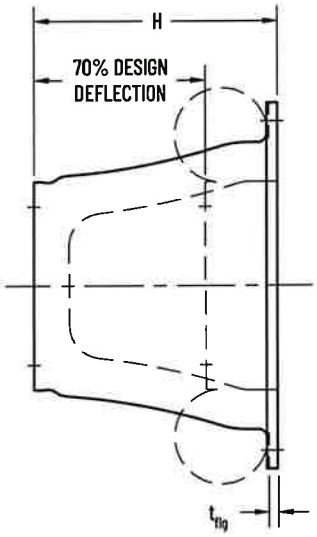
A current tariff breakdown that has been accounted for in this proposal is provided below.

Item	HTS Import Code	Total Duty/Tariff Rate Applied
Rubber Fenders	4016.94.0000	39.2%
Steel Panels w/ UHMW-PE	7308.90.9590	75.0%
Chain Links	7315.82.3000	75.0%
Chain Shackles & Tensioners	7326.90.8688	79.0%
Misc Hardware	7318.15.2065	75.0%
Bollard Casting	7325.99.1000	75.0%

MCO Cone Fender







- High performance fender
- Increased shear resistance
- Can be mounted in reverse for space limited structures and mono-piles
- Highly resistant to compression over-load
- Available in a wide range of sizes and rubber grades
- 300, 350, 400, and 500 mm cone sizes also available

Standard Dimensions

H	W	B_{PCD}	U	S_{PCD}	t_{flg}	d_{hole}	d_{bolt}	n_{bolts}	w (kg)
600	900	810	510	390	22	32	24	6	230
700	1050	945	595	455	26	39	30	6	390
800	1200	1080	680	520	30	39	30	6	580
900	1350	1215	765	585	33	39	30	6	795
1000	1500	1350	850	650	40	44	36	6	1020
1100	1650	1485	935	715	42	52	42	6	1470
1150	1725	1550	998	750	42	52	42	6	1600
1200	1800	1620	1020	750	45	52	42	8	1870
1300	1950	1755	1105	845	47	58	48	8	2400
1400	2100	1890	1190	930	54	58	48	8	2750
1600	2400	2160	1360	1060	58	58	48	8	4200
1800	2880	2625	1530	1190	75	70	56	10	6600
2000	3200	2920	1900	1540	80	70	56	10	9200

Dimensions in mm

Deflection vs. R & E

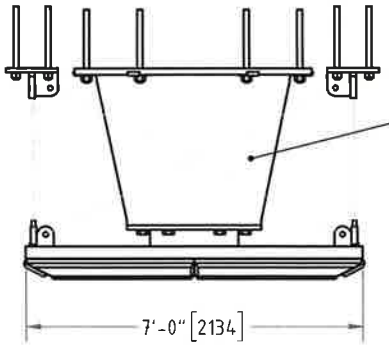
Def%	R%	E%
0%	0%	0%
5%	25.0%	1.20%
10%	45.6%	4.32%
15%	62.3%	9.12%
20%	75.6%	15.3%
25%	85.7%	22.6%
30%	93.1%	30.7%
35%	97.7%	39.3%
40%	100%	48.2%
45%	99.6%	57.1%
50%	97.5%	65.9%
55%	94.4%	74.5%
60%	92.0%	83.0%
65%	92.6%	91.4%
70%	100%	100%

Standard Grades

Grade	M0		M1		M2		M3		M4	
Size	R (kN)	E (kN-m)	R (kN)	E (kN-m)	R (kN)	E (kN-m)	R (kN)	E (kN-m)	R (kN)	E (kN-m)
600	170	56.8	226	75.6	283	94.4	353	113	441	140
700	231	90.2	308	120	385	150	481	179	601	223
800	301	135	402	179	502	224	628	267	785	333
900	382	192	509	255	636	319	795	380	993	474
1000	471	263	628	350	785	437	981	521	1226	650
1100	263	350	760	466	950	582	1187	693	1483	865
1150	623	400	831	532	1038	665	1297	792	1621	989
1200	678	454	904	605	1130	755	1413	900	1765	1123
1300	796	578	1061	769	1327	960	1658	1145	2072	1428
1400	923	722	1231	960	1539	1199	1923	1430	2403	1784
1600	1206	1077	1608	1434	2010	1790	2511	2134	3139	2662
1800	1526	1534	2035	2041	2543	2549	3178	3038	3972	3791
2000	1884	2104	2512	2800	3140	3496	3924	4168	4904	5200

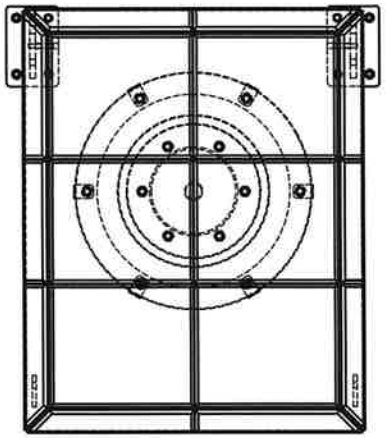
Intermediate rubber grades available

R: Reaction in kN E: Energy in kN-m Performance at 70% Deflection

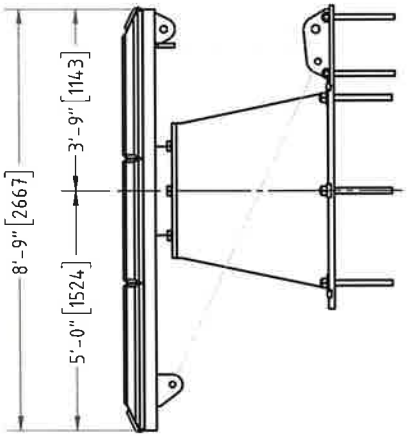


PLAN VIEW
SCALE 1 : 30

GENERAL NOTES:
1. ALL DIMENSIONS ARE IN FEET & INCHES [MM].
2. SOME DIMENSIONS SUBJECT TO CHANGE BASED ON FINAL DESIGN.
3. STEEL PANEL TO BE CLOSED BOX TYPE. INSIDE OF PANEL TO BE PRESSURE TESTED TO INSURE WATER TIGHTNESS
4. STEEL PANEL TO BE COATED WITH 16 MILS MIN. OF HIGH BUILD MARINE EPOXY.
5. UHMW-PE PANELS TO BE SECURED USING 5/8" WELD STUDS AND FLANGE NUTS. ALL UHMW-PE HARDWARE TO BE 316SS.
6. ALL CHAIN ASSEMBLIES SHALL BE HOT-DIP-GALVANIZED ACCORDING TO ASTM A153 OR A123, AS REQ'D.
7. ALL MOUNTING HARDWARE AND ANCHORS TO BE 316SS.
8. FENDER PERFORMANCE (CV):
   - REACTION = 659 kN [148 KIPS]
   - ENERGY = 367 kN-m [271 FT-KIPS]
   - DEFLECTION = 70.0% [700 mm]
9. FENDER PERFORMANCE (CORRECTED):
   - REACTION = 847 kN [190 KIPS]
   - ENERGY = 356 kN-m [263 FT-KIPS]
   - DEFLECTION = 70.0% [700 mm]
   - HULL PRESS. = 4.09 KSF (AFTER FULLY CORRECTED PERFORMANCE).

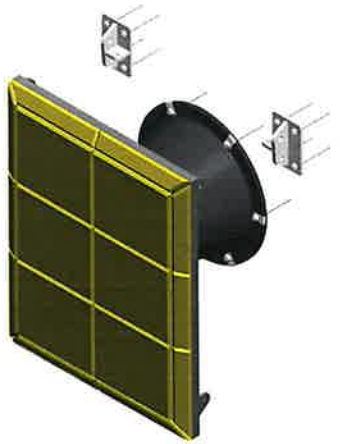


FRONT ELEVATION
SCALE 1 : 30



SIDE ELEVATION
SCALE 1 : 30

UHMW-PE PADS SHOWN AS YELLOW FOR CLARITY PURPOSES. ACTUAL COLOR OF PADS TBD.



MARINUS ENGINEERING,LLC LAFAYETTE, LA +1.337.761.9181	DRAWING TYPE AND TITLE FENDER PLANS (BID DRAWING)	DRAWING NUMBER 768-SK-1
		DRAWN BY: JLD; CHECKED BY: --
MARINUS ENGINEERING	PROJECT NAME MOBILE RIVER FENDER SYSTEM REPLACEMENTS	REVISION: A; SHEET: 1/1
		RELEASE DATE (MM/DD/YY) 03/24/26

Product Limited Warranty

With respect to the product(s) supplied by Marinus Engineering LLC, hereafter referred to as Marinus, the warranty for the manufactured products for the following project is as follows:

Project Name: Mobile River Fender System Replacements

Product(s): Twenty four (24) MCO-1000H M1.2 cone fender systems as detailed in the submitted and approved construction drawings.

Customer: City of Mobile

Warranty Period

For 60 months from the final delivery date, whichever comes first. Any warranty claims made outside of this period shall be voided immediately without exception. If the installation contractor has no records, daily work reports, photos, etc., demonstrating the actual berthing date, the date shall be assumed to be no more than 30 days after delivery. The warranty as provided by Marinus to the contractor, or other purchasing party, is transferable to the Owner of the site at which the fender, or other product, is installed. Transfer of warranty does not in any way extend the warranty period beyond the stated warranty period.

Final Delivery Date: Date of Final Delivery

Warranty Expiration: Date of expiration

Range Of Warranty

Marinus warrants that the products are free from any defect in material or workmanship that significantly affects the performance of said product. However, this warranty shall not apply to: (i) any change in appearance which does not affect the performance of the fenders such as minor surface cracks (ii) Damage caused by any hull projections, belting, etc. (iii) Any damage of any consumable items such as UHMW face pads. (iiii) any damage caused by failure to regularly maintain, at least yearly, the fender system as per the Marinus Installation and Maintenance Manual.

Procedures for Warranty Claim

Should a potential warranty claim arise, the procedures for filing a claim(s) are as follows:

Owner to notify Marinus in writing within 30 days of defect discovery. Within three weeks from receipt of your written claim. Marinus will, at its discretion, send Marinus technical staff or other designated third party to the installation site for examination of the claimed defective product and determination of the cause of claimed defect(s). The defective fender, or other products, shall be kept until such examination is completed. Failure to retain the Marinus supplied product or Owner providing access for examination by Marinus, or its designated representative, will result in the warranty being voided.

Determination of the cause of any defect shall be reported to the Owner in writing after the examination is completed. Included in the report is a plan to remediate the issue which may include

repair or replacement of the defective fender(s). The owner will then have three weeks to reply in writing either in agreement with the Marinus remediation plan, or with an alternate opinion or plan.

Limited Warranty

This warranty shall be limited to the following:

When the defect is determined to be attributable to Marinus and the defective Fender is judged to be repairable, Marinus will bear the direct cost of such repair and be allowed access to the fender for repair. However, the direct cost of such repair in any event shall not include the cost of removal of the defective Fender and the installation of the repaired fender.

Should the defective product be deemed irreparable, Marinus will deliver a new in-kind replacement fender, or product, to the you as replacement of defective product inclusive of any taxes, duties, tariffs, etc. on a CIF basis unless the product was purchased FOB or ex-works and another party was responsible for delivery. Marinus shall bear the product price of the replacement fender; however, Marinus shall not bear any other cost, including. without limitation. (i) the removal cost of the defective product, (ii) the disposal cost of the defective product, or (iii) the installation cost of the replacement product.

When the original Fender is replaced by Marinus hereunder, the replacement fender shall be subject to the same warranty as the original Fender; provided, however, that the warranty period for the replacement fender shall be the balance of the applicable warranty period (the period after the record date when such defect is found) relating to the original Fender.

This warranty is exclusive and in lieu of all other warranties. whether express, implied, or statutory, including any liability arising under any warranty of merchantability or fitness for a particular purpose, statutory or otherwise.

In no event shall Marinus be liable for any incidental, special, indirect, or consequential damages whether resulting from the use, misuse, or inability to use the fender or from defects of the Fender.

Exemption

This warranty shall not apply to any apparent defect(s) of the Fender caused by the following: Force Majeure including, without limitation, acts of God, flood, tidal wave, lightening, hurricane (or similar), storm, earthquake, fire, war, acts of terrorism, or normal wear and tear.

Lack of proper maintenance of the Fender, including without limitation: (i) If coated, the repair coating work for corrosion and rust of the steel work to be conducted at least once a year or immediately when such corrosion and /or rust is found, (ii) If coated, the repair coating material is the same specification as that noted in the Marinus original submittal drawings

Use under conditions not provided by you and/or use under conditions deviated from the given design criteria: (i) Abuse, misuse, accident, or unauthorized alterations or repairs, (ii) Any other causes not attributable to us

Governing Law

The formation, validity, construction, interpretation, and performance of this document shall be governed by and construed in accordance with the laws of the State of Louisiana.

SELECTION & SPECIFICATION DATA

Generic Type	Cycloaliphatic Amine Epoxy
Description	Highly chemical resistant epoxy mastic coating with exceptionally versatile uses in all industrial markets. Self-priming and suitable for application over most existing coatings, and tightly adherent rust. Serves as stand-alone system for a variety of chemical environments and is also designed for various immersion conditions. An optional micaceous iron oxide additive (MIO Filler) can be purchased separately and may be used per the Product Data Sheet to enhance corrosion protection and film strength for more aggressive service such as severe marine or heavy industrial uses.
Features	• Excellent chemical resistance • Surface tolerant characteristics • Conventional and low-temperature versions • Self-priming and primer/finish capabilities • Very good abrasion resistance • VOC compliant to current AIM regulations • Suitable for use in USDA inspected facilities • Intermediate coat for AWWA D102 Outside System #6 and #7 For specific performance data, please contact your Carboline sales representative.
Color	C900 (Black), S800 (White), C703 (Grey), C705 (Light Grey), 0500 (Tile Red), 5555 (Safety Red), 0200 (Tan), 6666 (Safety Yellow), 1675 (Ignition Yellow), other colors may be available on request. Contact your Carboline Representative for availability Note: The low temperature formulation will cause most colors to yellow or discolor more than normal in a short period of time.
Finish	Gloss
Primer	Self-priming.
Dry Film Thickness	4 - 6 mils (102 - 152 microns) per coat 6.0-8.0 mils (150-200 microns) over light rust and for uniform gloss over inorganic zincs. Don't exceed 10 mils (250 microns) in a single coat. Excessive film thickness over inorganic zincs may increase damage during shipping or erection.
Solids Content	By Volume 75% +/- 2%
Theoretical Coverage Rate	1203 ft²/gal at 1.0 mils (29.5 m²/l at 25 microns) 301 ft²/gal at 4.0 mils (7.4 m²/l at 100 microns) 200 ft²/gal at 6.0 mils (4.9 m²/l at 150 microns) Allow for loss in mixing and application.
VOC Values	**As Supplied** : 1.81 lbs/gal (217 g/l) Thinner 2 : 13 oz/gal (106.8 mg/ml) = 2.30 lbs/gal (276 g/l) Thinner 2 : 7 oz/gal (57.5 mg/ml) = 2.08 lbs/gal (250 g/l) Thinner 33 : 16 oz/gal (131.5 mg/ml) = 2.43 lbs/gal (291 g/l) Thinner 33 : 7 oz/gal (57.5 mg/ml) = 2.08 lbs/gal (250 g/l) Use Thinner 76 up to 8 oz/gal for 890 and 16 oz/gal for 890 LT where non-photochemically reactive solvents are required. These are nominal values and may vary with color.

SELECTION & SPECIFICATION DATA

Dry Temp. Resistance	Continuous: 300°F (149°C) Non-Continuous: 350°F (177°C) Discoloration and loss of gloss occurs above 200°F (93°C) but does not affect performance.
Under Insulation Resistance	Continuous: 300°F (149°C) Discoloration and loss of gloss occurs above 200 F (93 °C) but does not affect performance.
Limitations	Do not apply over latex coatings. For immersion projects use only factory made material in special colors. Epoxies may lose gloss, discolor, and chalk when exposed to sunlight. Consult Technical Service for specifics.
Topcoats	• Acrylics • Epoxies • Polyurethanes

SUBSTRATES & SURFACE PREPARATION

General	Surfaces must be clean and dry. Remove all dirt, dust, oil and all other contaminant.
Steel	**Immersion:** SSPC-SP10 **Non-immersion:** SSPC-SP6 1.5-3.0 mils (38-75 microns) *SSPC-SP2 or SP3 are suitable cleaning methods for mild environments.* When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product.
Galvanized Steel	SSPC-SP 16: for immersion service create 1.5 to 3 mils, (37.5-75 microns), anchor profile. When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product.
Concrete or CMU	Concrete shall be designed, placed, cured, and prepared per NACE No. 6/SSPC-SP 13, latest edition. This includes abrading to remove all laitance, loose concrete, etc. and to create the surface profile required for the coating system to be used. The concrete shall be considered cured sufficiently for coating when it passes the moisture tests.
Drywall & Plaster	Joint compound and plaster should be fully cured prior to coating application.
Previously Painted Surfaces	Lightly sand or abrade to roughen surface and degloss the surface. Existing paint must attain a minimum 3A rating in accordance with ASTM D3359 "X-Cut" adhesion test.
Stainless Steel	SSPC-SP 16: for immersion service create 1.5 to 3 mils, (37.5 to 75) microns, anchor profile.

PERFORMANCE DATA

All test data was generated under laboratory conditions. Field testing results may vary.

Test Method	System	Results
ASTM B 117 Salt Fog	Blasted Steel 2 cts. 890	No effect on plane, rust in scribe. 1/16" (0.16 cm) undercutting at scribe after 2000 hours
ASTM B117 Salt Fog	Blasted Steel 1 ct. IOZ 1 ct 890	No effect on plane, no rust in scribe and no undercutting after 4000 hours
ASTM D 4060 Abrasion	Blasted Steel 1 ct Epoxy Pr. 1 ct 890	85 mg. loss after 1000 cycles, CS17 wheel 1000 gm. load
ASTM D1735 Water Fog	Blasted Steel 1 ct. Epoxy Pr. 1 ct. 890	No blistering, rusting or delamination after 2800 hours
ASTM D2486 Scrub Resistance	Blasted Steel 1 ct. 890	93% gloss retained after 10,000 cycles w/liquid scrub medium
ASTM D3359 Adhesion	Blasted Steel 1 ct 890	5A
ASTM D3363 Pencil Hardness	Blasted Steel 2 cts 890	Greater than 8H
ASTM E84 Flame and Smoke	2 ct 890	5 Flame 5 Smoke Class A

Test reports and additional data available upon written request.

MIXING & THINNING

Mixing | Power mix separately, then combine and power mix. DO NOT MIX PARTIAL KITS.

Thinning | Spray: Up to 13 oz/gal (10%) w/ #2
Brush: Up to 16 oz/gal (12%) w/ #33
Roller: Up to 16 oz/gal (12%) w/ #33
Thinner #33 can be used for spray in hot/windy conditions. Use of thinners other than those supplied or recommended by Carboline may adversely affect product performance and void product warranty, whether expressed or implied.
Mist coating: Thin up to 32 oz/gal (263 g/l) with Thinner 2 or 33 in VOC restricted (2.8 lb/gal) areas. May thin up to 48 oz/gal where VOC restricted levels are at 3.5 lb/gal (0.42 kg/l) for mist coat only. If necessary, use Thinner 230 only in hot (above 100°F/38°C) and windy conditions, to slow down the evaporation rate.
*See VOC values for thinning limits.

Ratio | 1:1 Ratio (A to B)

Pot Life | 3 Hours at 75°F (24°C)

Pot life ends when coating loses body and begins to sag. Pot life times will be less at higher temperatures.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General) | This is a high solids coating and may require adjustments in spray techniques. Wet film thickness is easily and quickly achieved. The following spray equipment has been found suitable and is available from manufacturers such as Binks, DeVilbiss and Graco.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Conventional Spray	Pressure pot equipped with dual regulators, 3/8" (0.95 cm) I.D. minimum material hose, 0.070" (0.18 cm) I.D. fluid tip and appropriate air cap.
Airless Spray	Pump Ratio: 30:1 (min.)* GPM Output: 3.0 (min.) Material Hose: 3/8" I.D. (0.95 cm)(min.) Tip Size: 0.017-0.021" (0.04-0.05 cm) Output PSI: 2100-2300 Filter Size: 60 mesh *PTFE packings are recommended and available from the pump manufacturer.
Brush & Roller (General)	Multiple coats may be required to obtain desired appearance, recommended dry film thickness and adequate hiding. Avoid excessive re-brushing or rerolling. For best results, tie-in within 10 minutes at 75°F (24°C).
Brush	Use a medium bristle brush.
Roller	Use a short-nap solvent resistant roller cover.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	50°F (10°C)	50°F (10°C)	50°F (10°C)	0%
Maximum	90°F (32°C)	125°F (52°C)	110°F (43°C)	90%

This product simply requires the substrate temperature to be above the dew point. Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques may be required above or below normal application conditions.

CURING SCHEDULE

Surface Temp.	Dry to Recoat	Dry to Topcoat w/ Other Finishes	Final Cure General	Final Cure Immersion
50°F (10°C)	12 Hours	24 Hours	3 Days	NR
60°F (16°C)	8 Hours	16 Hours	2 Days	10 Days
75°F (24°C)	4 Hours	8 Hours	1 Day	5 Days
90°F (32°C)	2 Hours	4 Hours	16 Hours	3 Days

Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. During high humidity conditions, it is recommended that the application be done while temperatures are increasing. Recoat intervals may vary from those listed above when using under intumescent fireproofing products. Consult Carboline Technical Service for recommended cure times before applying Carboline intumescent products. **Maximum recoat/topcoat times are 30 days for epoxies and 90 days for polyurethanes at 75°F (24°C).** If the maximum recoat times have been exceeded, the surface must be abraded by sweep blasting or sanding prior to the application of additional coats.

CLEANUP & SAFETY

Cleanup	Use Thinner 2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.

CLEANUP & SAFETY

Safety	Read and follow all caution statements on this product data sheet and on the SDS. Employ normal workmanlike safety precautions. Keep container closed when not in use.
Ventilation	When used as a tank lining or in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. User should test and monitor exposure levels to insure all personnel are below guidelines.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A: 36 months at 75°F (24°C) Part B: 24 months at 75°F (24°C) *When kept at recommended storage conditions and in original unopened containers.
Storage Temperature & Humidity	40-120 °F (4-49 °C) Store indoors Can be stored down to 20 °F (-7 °C) for no longer than 30 days 0-100% Relative Humidity
Storage	Store Indoors
Shipping Weight (Approximate)	2 Gallon Kit - 29 lbs (13 kg) 10 Gallon Kit - 145 lbs (66 kg)
Flash Point (Setaflash)	89 °F (32 °C) for Part A 73 °F (23 °C) for Part B

WARRANTY

To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carboline Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance, injuries or damages resulting from use. Carbolines sole obligation, if any, is to replace or refund the purchase price of the Carboline product(s) proven to be defective, at Carbolines option. Carboline shall not be liable for any loss or damage. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLINE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All of the trademarks referenced above are the property of Carboline International Corporation unless otherwise indicated.

Carbothane® 134 HG

PRODUCT DATA SHEET

SELECTION & SPECIFICATION DATA

Generic Type	Aliphatic Acrylic Polyurethane
Description	Thin film, high gloss finish with exceptional weathering performance characteristics. Used extensively in virtually all industrial markets, 134 HG provides a smooth, durable finish that has superior resistance to corrosion, abrasion and chemical exposure.
Features	• High solids, low VOC content • Excellent weatherability • Exceeds SSPC Paint 36 specification for a Level 3 urethane • Available in all Carboline colors including metallic-pigmented colors • Excellent flow characteristics allow for application by spray or roller • Superior impact and abrasion resistance • Indefinite recoatability • VOC compliant to current AIM regulations • Topcoat for AWWA D102 Outside System #6 and #7 • Suitable for use in USDA inspected facilities • Meets the performance requirements of MIL-PRF-85285E Type II, Class H Polyurethane • Meets the performance requirements of UFGS 09 97 13.27 Polyurethane Topcoat
Color	1864 (White), S800 (White), 6666 (Safety Yellow), 1675 (Ignition Yellow), 5555 (Safety Red), C703 (Grey), C705 (Light Grey), C900 (Black). Other colors are available on request. Contact your Carboline Representative for availability
Finish	Gloss
Primer	Refer to Substrates & Surface Preparation.
Dry Film Thickness	2 - 3 mils (51 - 76 microns) per coat
Solids Content	By Volume 70% +/- 2%
Theoretical Coverage Rate	1123 ft²/gal at 1.0 mils (27.6 m²/l at 25 microns) 561 ft²/gal at 2.0 mils (13.8 m²/l at 50 microns) 374 ft²/gal at 3.0 mils (9.2 m²/l at 75 microns) Allow for loss in mixing and application.
VOC Values	**As Supplied** : 2.2 lbs./gal (264 g/l) Thinner 214 : 25 oz/gal 2.9 lbs./gal (348 g/l) Thinner 215 : 25 oz/gal 3.0 lbs./gal (362 g/l) Thinner 25 : 25 oz/gal 3.06 lbs./gal (366 g/l) Thinner 72 : 25 oz/gal 3.05 lbs./gal. (366 g/l) These are nominal values and may vary slightly with color.
Dry Temp. Resistance	Continuous: 300°F (149°C) Some discoloration and loss of gloss may be experienced at elevated temperatures.
Limitations	*The alignment of aluminum flakes in aluminum-filled finishes is very dependent on application conditions and techniques. Care must be taken to keep conditions as constant as possible to reduce variations in final appearance. It is also advisable to work from a single batch of material since variations can occur from batch to batch. For more information consult Carboline Technical Service Department.
Topcoats	Carbothane® 134 Clear Coat if required.

SUBSTRATES & SURFACE PREPARATION

General	All surfaces must be clean, dry and free of oil, grease, dirt, dust or other materials which would impair the bond of the product to the substrate in accordance with SSPC-SP 1. For all surfaces prime with specific Carboline primer as recommended by your Carboline Sales Representative. Refer to the specific primer's Product Data Sheet for detailed requirements.
Galvanized Steel	Prime with specific Carboline primer as recommended by your Carboline Sales Representative. Refer to the specific primer's Product Data Sheet for substrate preparation requirements.
Previously Painted Surfaces	All surfaces must be clean, dry and free of oil, grease, dirt, dust or other materials which would impair the bond of the product to the substrate in accordance with SSPC-SP 1. It is recommended to lightly abrade the existing coating to roughen and degloss the coating. Existing coatings must attain a minimum 3A rating in accordance with ASTM D3359 Measuring Adhesion by Tape Test.

MIXING & THINNING

Mixing	Power mix Part A separately, then combine with Part B and power mix. DO NOT MIX PARTIAL KITS.
Thinning	Spray: Up to 25 oz/gal (20%) w/ Thinner 214, Thinner 25 or Thinner 72 Brush: Up to 25 oz/gal (20%) w/ Thinner 215 Roller: Up to 25 oz/gal (20%) w/ Thinner 215 Use of thinners other than those supplied or recommended by Carboline may adversely affect product performance and void product warranty, whether expressed or implied. Carboline Thinner 236E may also be used to minimize HAP and VOC emissions.
Ratio	4:1 Ratio (A to B)
Pot Life	4 Hours at 75°F (24°C) and less at higher temps. Pot life ends when coating becomes too viscous to use. MOISTURE CONTAMINATION WILL SHORTEN POT LIFE AND CAUSE GELLATION.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	This is a high solids coating and may require adjustments in spray techniques. Wet film thickness is easily and quickly achieved. Spray equipment is available from manufacturers such as Binks, DeVilbiss and Graco.
Conventional Spray	Pressure pot equipped with dual regulators, 3/8" (0.95 cm) I.D. minimum material hose, 0.070" (0.18 cm) I.D. fluid tip and appropriate air cap.
Airless Spray	*Pump Ratio: 30:1 (min.) GPM Output: 3.0 (min.) Material Hose: 3/8" I.D. (0.95 cm) (min.) Tip Size: 0.015-0.017" (0.038-0.043 cm) Output PSI: 2100-2400 Filter Size: 60 mesh *PTFE packings are recommended and available from the pump manufacturer.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Brush & Roller (General)	Multiple coats may be required to obtain desired appearance, recommended dry film thickness and adequate hiding. Avoid excessive brushing or rolling. For best results, tie-in within 10 minutes at 75°F (24°C).
Brush	It is recommended to use a natural bristle brush.
Roller	Use a short-nap roller with solvent resistant core.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	50°F (10°C)	35°F (2°C)	35°F (2°C)	0%
Maximum	100°F (38°C)	120°F (49°C)	95°F (35°C)	80%

Industry standards are for substrate temperatures to be above 5°F (3°C) the dew point. Caution: This product is moisture sensitive in the liquid stage and until fully cured. Protect from high humidity, dew and moisture contact until fully cured. Application and/or curing in humidities above maximum, or exposure to moisture from rain or dew may result in a loss of gloss and/or microbubbling of the product.

CURING SCHEDULE

Surface Temp.	Dry to Handle	Dry to Recoat & Topcoat w/ other finishes	Final Cure General
35°F (2°C)	36 Hours	36 Hours	14 Days
50°F (10°C)	16 Hours	16 Hours	10 Days
75°F (24°C)	8 Hours	8 Hours	7 Days
90°F (32°C)	4 Hours	4 Hours	5 Days

These times are based on a 2.0 mil (50 micron) dry film thickness. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure.
***Maximum recoat times are indefinite.** Surface must be clean and dry. As part of good painting practice it is recommended to test for adhesion by wiping the surface with Thinner 214 or 215. If the film shows a slight "tack" the surface is suitable for recoating without extensive surface preparation such as abrading.
Carboline Additive 101 can be used to accelerate the film forming process in this product for conditions outside of the parameters of this data sheet. Carboline Additive 101 is added at a rate of 1.0-2.0 oz per mixed gallon or a maximum of 6 oz per mixed five gallons. At this addition rate, Additive 101 will accelerate the cure rate of the urethane product between 25-40% depending on the substrate temperature range and reduce the pot life of the product by approximately 40-50% of that stated on the product data sheet. With the use of Additive 101, this product will continue to cure at temperatures as low as 20°F (-7°C).

CLEANUP & SAFETY

Cleanup	Use Thinner 2 or Acetone. In case of spillage, dispose of in accordance with local applicable regulations.
Safety	Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions. Use adequate ventilation. Keep container closed when not in use.
Ventilation	When used in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor

CLEANUP & SAFETY

	concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to ensure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved respirator.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A: Min. 36 months at 75°F (24°C) Part B Urethane Converter 811: Min. 24 months at 75°F (24°C) *Shelf Life: when kept at recommended storage conditions and in original unopened containers.
Storage Temperature & Humidity	40° -110°F (4°-43°C) 0-80% Relative Humidity
Storage	Store Indoors. This product is solvent based and not affected by excursions below these published storage temperatures, down to 10°F, for a duration of no more than 14 days. Always inspect the product prior to use to make sure it is smooth and homogeneous when properly mixed.
Shipping Weight (Approximate)	1 Gallon Kit - 13 lbs (5kg) 5 Gallon Kit - 57 lbs (26 kg)
Flash Point (Setaflash)	Carbothane 134 HG Part A: 50°F (10°C) Urethane Converter 811 Part B: 127°F (53°C)

WARRANTY

To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carboline Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance, injuries or damages resulting from use. Carbolines sole obligation, if any, is to replace or refund the purchase price of the Carboline product(s) proven to be defective, at Carbolines option. Carboline shall not be liable for any loss or damage. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLINE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All of the trademarks referenced above are the property of Carboline International Corporation unless otherwise indicated.

MARINUS
ENGINEERING

Marinus Engineering – Yantai Taihong Rubber

September 21, 2022

Re: Marinus Engineering – Yantai Taihong Rubber Manufacturing Relationship

Marinus Engineering (Aka Marinus) was formed as a registered Engineering Firm specializing in the design and sale of marine fender systems, bollards, and related mooring equipment. Marinus was formed on April 13th, 2021 and has entered a manufacturing partnership with Yantai Taihong Rubber Co LTD (Aka Yantai) in which both parties agreed that Marinus be given exclusive rights to sell products manufactured by Yantai branded as Marinus products.

Marinus Engineering is continuing the product line established by Maritime International in the late nineties. The products have been rebranded to suite Marinus and to not infringe on any naming rights that may now belong to other parties. The product molds, manufacturing process and overall level of quality that were associated with Maritime International are being upheld by Marinus Engineering.

Although the company Marinus is recent, the products sold can be found in ports all over the United States as Maritime International products.

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Principal

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MARINUS ENGINEERING

Marinus Project List

Project Pipeline

MARINUS ENGINEERING

Project # - Name	Offered Product(s)	Customer(s)	Location	Outcome
415 - NOLA Oil Terminal Principal Partners Dock	- (8) MCE-1450H fender systems - (4) MCE-1150H fender systems - (16) 150T single bitt bollards - (4) 150T quick-release hooks	Bo-Mac Contractors	Plaquemine, LA	Won
419 - Stewart River Dock Project	- chain assemblies	Stewart Construction	Harvey, LA	Won
426 - ASPA McDuffie Terminals - Dock 2 Bollard Replacement	- (2) 200T single bitt bollards	Alabama State Port Authority	Mobile, AL	Won
427 - Targa Barge Dock 2B-4B	- (5) pile wrap fenders	Orion Construction	Channelview, TX	Won
433 - Total Carville Refinery	- (2) MCO-800H fender systems	BOH Bros.	Harvey, LA	Won
437 - Bostco Fender Replacement	- (2) MCE-1000H fenders	Orion Construction	Channelview, TX	Won
441 - Stolthaven Braithwaite Marine Terminal - Protection Pile Mods	- (2) MAR-800H fenders w/ brackets	Stolthaven Terminals	Braithewaite, LA	Won
442 - Stewart Buoy Hooks	- (6) Buoy QRH	Stewart Construction	Harvey, LA	Won
446 - Howard Energy GT Logistics Ship Dock 2	- (4) MCE-1450H fender systems - (4) 150T single bitt bollards	Russell Marine	Port Arthur, TX	Won
448 - Petrounited Terminals - Ship and Barge Dock	- (2) MCE-1250H fender system - (2) MCE-800H fender systems	Russell Marine	Channelview, TX	Won
453 - Vopak St. Charles Dolphin #5 Bollard	- (1) 150T single bitt bollard	Bo-Mac Contractors	Hahnville, LA	Won
456 - ASPA CGR Rail Ferry - Wheel Fender Repairs	- (1) Wheel fender repair	Alabama State Port Authority	Mobile, AL	Won
457 - Port of Pensacola Arch Fenders	- (4) MAR-600H fender systems	UW Mechanix	Pensacola, FL	Won
459 - Port of Beaumont OC-2 Dock	- (6) MCE-1700H fender systems - (6) 100T quick-release hooks - (10) pile wrap fenders - (12) mooring pendant lines	Bo-Mac Contractors	Beaumont, TX	Won
460 - Marathon Garyville Dock 2 Upgrade	- (7) MCE-1600H fender systems	Stewart Construction	Harvey, LA	Won
462 - Cornerstone Hooks	- (4) 150T buoy QRH	Stewart Construction	Harvey, LA	Won
469 - Bostco Replacement Fenders	- (2) MCE-1000H fenders	Orion Construction	Channelview, TX	Won
478 - Orion Bollard Anchor Calcs - NOLA	- Engineering Calculations	Orion Construction	Channelview, TX	Won
479 - Bostco Fenders	- (2) MCE-1000H fenders	Orion Construction	Channelview, TX	Won
482 - Nassau FF Consulting	- Survey Consulting	ABS Consulting	Spring, TX	Won
483 - NCPA Berth 4 & 5 Improvements	- (51) MAR-400H fender systems - (25) 100T tee-head bollards	Orion Construction	Moorehead City, NC	Won
491 - Indorama PNO Marine Terminal Dock Rehab	- (2) extruded fenders - (2) mooring cleats	Orion Construction	Channelview, TX	Won
494 - POCCA Oil Dock 3 Expansion	- (25) v-arch fender (made in USA) - (1) 300mm corner arch fender - (14) extruded fenders (made in USA) - (14) treated timber (made in USA) - (19) 20T mooring cleats (made in USA)	Callan Marine	Corpus Cristi, TX	Won
495 - PBF Energy - Repl Hooks	- (1) 80t replacement QRH	Stewart Construction	Harvey, LA	Won

Author: Jacob Delahoussaye
7/17/2023, Rev. 0

Project Pipeline

MARINUS ENGINEERING

496 - Valero Meraux Offshore Barge Berth Repairs	- (1) 100T triple QRH w_capstan	Stewart Construction	Harvey, LA	Won
511 - DRBA Fender Repairs @ Cape May & Lewes Terminals	- (12) Type #2 MLE-1000Hx1000L fender systems - (3) Type #2 MLE-1000Hx1000L fender systems - (4) MLE-750H fenders - (8) MLE-800H fenders - (4) MLE-1600H fenders	Agate Constructure	Cape May, NJ	Won
516 - POCCA Dock Fenders (#22-309A)	- (327) 20R Trapezoidal Fenders	Port of Corpus Christi	Corpus Cristi, TX	Won
518 - Alpha Dock 68 - Hardware	- replacement hardware for existing fender system	Orion Construction	Houston, TX	Won
524 - Argos Terminal Repairs Phase III	- (2) MARP-600Hx1000L fender systems - (2) MS-75 mooring bollards - (2) MARP-300Hx1000L fender systems - spare fenders	Orion Construction	Tampa, FL	Won
531 - ADM Grain Ama - New Breasting Dolphin	- (1) MCE-1600H fender system	Stewart Construction	Ama, LA	Won
547 - Lafarge College Point Terminal Dolphin Replacement	- (2) MCO-600H fender systems	Reicon Group, LLA	Flushing, NY	Won
548 - GPLNG Chain Tensioners	- (12) tension chain tensioners	Bo-Mac Contractors	Sabine Pass, LA	Won
556 - Lyondell Channelview Replacement Fenders	- (8) 2F4-319 buckling column fenders	Russell Marine	Channelview, TX	Won

Author: Jacob Delahoussaye

Yantai Taihong Past Project List

(Last 10 years)

All projects sold in the US either through Maritime International or Trelleborg Marine Systems North America

2021		
GREAT LAKES DREDGE& DOCK , USA	SC300X300X3658	26 PCSS
	SC 300X300X2820	14 PCS
	SC 300X300X2286	14 PCS
NOLA OIL TERMIAL PRINCIPAL PARTERS DOCK	CELL TYPE FENDER YGCH 1450	16 PCS
	CELL TYPE FENDER YGCH 1150	8 PCS
RUBBER REPLACEMENT IMIT	ARCH FENDER 800X1000	2PCS
NEW ORLEANS PORT	CONE FENDER 800H	2PCS
CHEVRON RICHMOND LONG WHARF BERTH#3	CONE FENDER 1600H	1PC
MARATHON TAMPA REPLACEMENT FENDER	CONE FENDER 900H	2PCS
2020		
HOUSTON , USA	CONE TYPE FENDER CONE 350(12X1)	5 SETS
ANGUILLA PA NEW JETTY ROAD BAY, USA	ARCH TYPE FENDER DGH 500X1000	23 PCS
	ARCH TYPE FENDER DGH 500X1500	35 PCS
GRAND BAHAMAS SHIPYARD FENDER RELACEMENT	CONE TYPE FENDER CONE 1400	3 PCS
LDS SHIP SURFACE CAMEL , USA	ARCH TYPE FENDER DGH300X1000	8 PCS
	ARCH TYPE FENDER DGH 150X1000	40 PCS
2019		
CHEVRON RLW BERTH #3 REPLACEMENT , USA	CONE TYPE FENDER CONE 1600	2 PCS
GREAT LAKE DREGING SHIP , USA	SC TYPE FENDER SC 300X2286	6 SETS
	SC TYPE FENDER SC 300X3658	24 SETS
	SC TYPE FENDER SC300X2820	4 SETS
PORT OF NEWARK BERTH 6 , USA	LEG TYPE FENDER ME1250X1000	36 PCS
2018		
ADM AMA PROJECT , USA	CELL TYPE FENDER YGCH 1600	5 PCS
SHELL DEER PARK WEST DOCK , USA	CELL TYPE FENDER YGCH 800	24 PCS
JACKSON COUNTY REPLACEMENT , USA	LEG TYPE FENDER ME 300X600	66 PCS
JACKSONVILLE REPLACEMENT , USA	LEG TYPE FENDER ME1250X1000	2 PCS
VALERON PORT REPLACEMENT , USA	LEG TYPE FENDER ME1000X1000	4 PCS
GREAT LAKE DREDGING SHIP PROJECT	CONE TYPE FENDER CONE 350	200 PCS
FDNY RANDALLS ISLAND , USA	CONE TYPE FENDER CONE 300	18 PCS
MELONES OIL TERMINAL BARGE FENDER, USA	CONE TYPE FENDER CONE900	2 PCS
NEW ORLEANS, USA	CELL TYPE FENDER YGCH 1000	8 PCS
GREAT LAKE DREDGING SHIP PROJECT , USA	SQUARE FENDER SC300X2286	6 PCS
	SQUARE FENDER SC300X3658	24 PCS
	SQUARE FENDER SC300X2820	4 PCS
ELG METALS TURKEY BEND , USA	CELL TYPE FENDER YGCH 500	4 PCS
KINDER MORGAN DOCK 5 , USA	CELL TYPE FENDER YGCH 1250	2 PCS
NYDOT UNIANPORT BASCULE BRIDGE, USA	ARCH TYPE FENDER DGH400X2600	4 PCS
	ARCH TYPE FENDER DGH400X2800	8 PCS
2017		

MOTIVA PROVIDENCE, USA	CYLINDRICAL FENDER 600X300X1829	2 PCS
PORT EVERGLADES SLIP 2 EXTENSION, USA	CONE TYPE FENDER CONE 900	9 PCS
	CELL TYPE FENDER YGCH 1000	15 PCS
CEMEX HOUSTON, USA	CELL TYPE FENDER YGCH 1000	2 PCS
KINDER MORGANG GALENA PARK SHIP DOCK #5, USA	CELL TYPE FENDER YGCH 1250	6 PCS
BOSTCO REPLACEMENTS, USA	CELL TYPE FENDER YGCH1000	2 PCS
NATIONAL GYPSUM GARDEN CITY GEORGIA	LEG TYPE FENDER ME1000X1000	2 PCS
LOUISVILLE GAS & ELECTRIC FENDER USA	LEG TYPE FENDER ME 300X900	4 PCS
ASPA RAIL FERRY USA	LEG TYPE FENDER ME800X1000	4 PCS
BROOKLYN NAVY YARD PIER C USA	ARCH TYPE FENDER DGH300X1000	44 PCS
DOW A8 BARGE DOCK USA	SQUARE TYPE FENDER MSD200X200X1613	1 PC
	SQUARE TYPE FENDER MSD200X200X1045	1 PC
TEXAS CITY DOCK 15 USA	LEG TYPE FENDER ME500X1000	2 PCS
DOW A-22 FENDER REPLACEMENT USA	CELL TYPE FENDER YGCH800	4 PCS
SAINI LAWERNCE MARINE SEAWAY USA	SQUARE TYPE FENDER MSO300X300X3632	6 PCS
PORT OF WILMINGTON AUTO BERTH USA	LEG TYPE FENDER ME800X900	4 PCS
TEXAS CITY DOCK 15 USA	LEG TYPE FENDER ME500X1000	2 PCS
EXXON BERTH 6 DOCK 12 ADDITIONAL FENDER USA	LEG TYPE FENDER ME500X1000	8 PCS
EXXON BAYTOWN	CELL TYPE FENDER YGCH2000	1 PC
HOUSTON USA	LEG TYPE FENDER ME1250X900	5 PCS
D CONSTRUCTION USA	CYLINDRICAL TYPE FENDER 300X150X5486	1 PC
TEXAS CITY DOCK 15 USA	LEG TYPE FENDER ME500X1000	2 PCS
TXDOI GALVESTIN BOLIVAR	LEG TYPE FENDER ME800X1000	2 PCS
MAGELLAN DOCK TERMIANL USA	CELL TYPE FENDER YGCH1000	2 PCS
VALEROS ST. CHARLES DOCK #3 USA	CONE TYPE FENDER CONE1000	4 PCS
RICHMOND TERMINAL USA	ARCH TYPE FENDER DGH-B300X1000	14 SETS
NCSPA REPLACEMENT OF BERTH 8 USA	CONE TYPE FENDER CONE1100	7 PCS
SEATTLE USA	CELL TYPE FENDER YGCH1600	3 PCS
	CELL TYPE FENDER YGCH1250	1 PC
HOUSTON FUEL OIL DOCK #5 USA	CELL TYPE FENDER YGCH1600	2 PCS
CAPE MAY LEWES FERRY TERMINAL USA	LEG TYPE FENDER ME1000X1000	60 PCS
TEXAS CITY DOCK 15 USA	LEG TYPE FENDER ME500X1000	2 PCS
OCHO RIOS CRUISE BERTH USA	CONE TYPE FENDER CONE1200	6 PCS
	UHMW-PE PAD700X510X40	5 PCS
	UHMW-PE PAD700X600X40	10 PCS
HOUSTON USA	CELL TYPE FENDER YGCH800	4 PCS
JACKSONVILLE USA	LEG TYPE FENDER ME1450X1000	8 PCS
CITGO COPRUS CHRISTI DOCK FENDER USA	LEG TYPE FENDER ME1600X1000	2 PCS
JAXPORT BERTH 3 REPAIRS USA	LEG TYPE FENDER ME1250X1000	2 PCS
CAPE MAY LEWES FERRY TERMINAL USA	LEG TYPE FENDER ME1000X1000	36 PCS
TEXAS CITY DOCK 15 USA	LEG TYPE FENDER ME500X1000	2 PCS

ADM AMA REPAIR USA	CELL TYPE FENDER YGCH1600	1 PC
NUSTAR HARDWARE DETAILS USA	CELL TYPE FENDER YGCH1000	2 PCS
APM TERMINALS ELZABETH USA	CONE TYPE FENDER CONE1400	54 PCS
ABT DOCK REPAIRS USA	CELL TYPE FENDER CELL1450	4 PCS
NATIONAL GRID NORTHPORT NORTH DOCK USA	CELL TYPE FENDER YGCH630	3 PCS
HOUSTON USA	CONE TYPE FENDER CONE800	6 PCS
AXIALLE LAKE CHARLES DOCK A	CONE TYPE FENDER CONE600	8 PCS
PORT EVERGLADES SLIP ADDITIONAL FENDER USA	CONE TYPE FENDER CONE900	2 PCS
	CELL TYPE FENDER YGCH1000	2 PCS
EVERGLADES SLIP 2 ADDITIONAL FENDER USA	CONE TYPE FENDER CONE900	2 PCS
	CELL TYPE FENDER YGCH1000	2 PCS
NEW ORLEANS USA	CELL TYPE FENDER YGCH1700	4 PCS
OXY INGLESIDE FENDER UPGRADE USA	CONE TYPE FENDER CONE1400	7 PCS
	ARCH TYPE FENDER DGH300X2500	6 PCS
	LEG TYPE FENDER ME550x750	20 PCS
TACOMA LNG USA	CELL TYPE FENDER YGCH1600	1 PC
EAGLE BEACH REPLACEMENT USA	CELL TYPE FENDER YGCH1450	1 PC
MOSIAC RIVERVIEW, FL FACILITY USA	D TYPE FENDER DC250X250X5000	12 PCS
NCSPA REPLACEMENT OF BERTH 8 USA	CONE TYPE FENDER CONE1100	13 PCS
MAGELLAN PASADENA MARINE TERMINAL USA	CELL TYPE FENDER YGCH1600	4 PCS
CITGO TAMPA USA	LEG TYPE FENDER ME1250X900	4 PCS
GT LOGISTICS BARGE DOCK USA	ARCH TYPE FENDER DGH-B800X1500	10 SETS
MUSTIQUE JETTY EXTENSION USA	ARCH TYPE FENDER DGH300X1500	2 PCS

2016

THEODORE INDUSTRIAL PORT , USA	LEG TYPE FENDER ME 800X1500L	12 PCS
CITGO DOCK B CORPUS CHRISTI, USA	LEG TYPE FENDER ME 400X1000L	12 PCS
	LEG TYPE FENDER ME 1000X1000	4 PCS
	LEG TYPE FENDER ME 500X1000	4 PCS
BORDEN&REMINGTON MARINE TERMINAL	CONE TYPE FENDER CONE 900	3 PCS
RICHMOND TERMINAL DOCK	ARCH TYPE FENDER DG-B300X1000	16 PCS
CARGILL CHANNEL VIEW, USA	CONE TYPE FENDER CONE 800	12 PCS
	CONE TYPE FENDER CONE 700	12 PCS
PORT METRO, USA	LEG TYPE FENDER ME 500X2000	108 PCS
CCI PORT NICKEL , USA	CELL TYPE FENDER YGCH 1150	5 PCS
CHEVRON PASCAGOULA DOCK 7A REPAIR, USA	CONE TYPE FENDER CONE 1150	2 PCS
WHITESTON EXPRESSWAY BRIDGE, USA	LEG TYPE FENDER ME1000X2000	32 PCS
SUNOCO MARCUS HOOK II, USA	CONE TYPE FENDER CONE 1400	4 PCS
NEW ORLEANS, USA	CELL TYPE FENDER YGCH 1600	4 PCS
ST BERNARD DOLPHIN FENDER REPAIR, USA	CYLINDRICAL OD 1200X600X1200	4 PCS
PHILLIPS 66 LINDEN NJ, USA	CONE TYPE FENDER CONE 1100	12 PCS
SOUTH DILDO WHARF , USA	ARCH TYPE FENDER DGH 500X1650	25 PCS
	ARCH TYPE FENDER DGH 300X1000	2 PCS

NEW ORLEANS , USA	CELL TYPE FNEDER YGCH 1700	4 PCS
CALFORNIA REDWOOD COMPANY , USA	CELL TYPE FENDER YGCH 1450	12 PCS
ZEN-NOH GRAIN DOCK 2 , USA	CONE TYPE FENDER CONE 1000	16 PCS
PORT OF BATON ROUGE CARGO DOCK	LEG TYPE FENDER ME 550X1000	69 PCS
	D TYPE FENDER DD200X200X813	36 PCS
CHEVRON BAHIALAS MINAS FUEL , USA	CONE TYPE FENDER CONE 1400	4 PCS
AXEON PAULSBORO BARGE DOCK , USA	CONE TYPE FENDER CONE 1300	3 PCS
SHELL DEER PARK EAST DOCK, USA	CELL TYPE FENDER YGCH 800	28 PCS
NAMILCO TERMINAL , USA	CONE TYPE FENDER CONE 700	6 PCS
KINDER MORGAN TERMINAL , USA	CONE TYPE FENDER CONE 700	36 PCS
2015		
ITC DEER PARK FENDER REPLACEMENT	CELL TYPE FENDER YGCH 1450	1 PCS
ENTERPRISE PRODUCTS BARBOURS CUT , USA	CELL TYPE FENDER YGCH 1600	4 PCS
DOW FREEPORT ODCK A-22 , USA	CELL TYPE FENDER YGCH 800	12 PCS
NATIONAL GYPSUM SAVANNAH FENDER REPLACEMENT, USA	LEG TYPE FENDER ME 1000X1000	2 PCS
OIL TANKING FENDER PIER, USA	CELLTYPE FENDER YGCH 1250	4 PCS
	CELL TYPE FENDER YGCH 1600	4 PCS
SOUTH CENTRAL CEMENT PHASE II	CONE TYPE FENDER CONE 1100	3 PCS
	CONE TYPE FENDER CONE 1100	1 PCS
	CONE TYPE FENDER CONE 600	33 PCS
KETCHIKAN FERRY TERMINAL REPAIRS, USA	SHEAR FENDER HSF 12"	2 PCS
	CYLINDRICAL OD900XID450X457MM	2 PCS
BC FERRIES DEPARTURE BAY TERMINAL -BERTH 2 , USA	CONE TYPE FENDER CONE 1200	8 PCS
ANNETTE BAY FERRY TERMINAL IMPROVEMENTS	CYLINDRICAL OD900XID450X600	6 PCS
SUBSTRUCTURE REPAIRS AT PIER29-HONOLULU HARBOR	CYLINDRICAL OD533XID267X2438	3 PCS
MOTIVA CONVENT, USA	CELL TYPE FENDER YGCH 1700	2 PCS
EXXON NASHVILLE PIPELIN, USA	ARCH TYPE FENDER DGH250X1000	40 PCS
NCPA REPLACEMENT OF BERTH B	CONE TYPE FENDER CONE 1100	12 PCS
VALERO EAST BARGE DOCK, USA	SQURE D-B FENDER 250X250X2438	5 PCS
PORT HOUSTON WHARF 10 REPAIRS	ARCH TYPE FENDER DGH 300X2500	9 PCS
	ARCH TYPE FENDER DGH 300X1000	5 PCS
	CONE TYPE FENDER CONE 1000	2 SETS
TPA UNIT PRICE BERTH 212, USA	LEG TYPE FENDER ME400X1500	20 PCS
EXXONMOBIL EAST PROVIDECE RI II	CELL TYPE FENDER YGCH 1700	1 PC
EROON LOADING DOCK FENDER REPLACEMENT, USA	CELL TYPE FENDER YGCH 1600	1 PC
PORT OF WILMINGTON FENDER REPLACMENT , USA	LEG TYPE FENDER ME 800X900	4 PCS
OXY INGLESSIDE ENERGY CENTER TURNING DOLPHIN , USA	CELL TYPE FENDER YGCH 1700	5 PCS
CAOPAS GYPSUM EXPORT FACILITY , USA	CONE TYPE FENDER CONE 1000	3 PCS
FREE PORT LNG CONSTRUCTION DOCK , USA	ARCH TYPE FENDER DGH500X1500	3 PCS
EASTPORT BREAKWATER TERMINAL UPGRADE, USA	CELL TYPE FENDER YGCH 1000	8 PCS
PHILLIPS FREEPORT TERMINAL	CELL TYPE FENDER YGCH 2000	3 PCS

DECOMMISSIONNG TOOL FENDERS, USA	CONE TYPE FENDER CONE 600	4 PCS
VOPAK VENEZUELA , USA	CELL TYPE FENDER YGCH 1600	2 PCS
BAYSIDE COAL FENDER REPLACEMENT , USA	CONE TYPE FENDER CONE 900	13 SETS
HONOLULU, USA	TUG FENDEROD 914X450X12000	1 SET
PAULSBORO, USA	CONE TYPE FENDER CONE 800	56 PCS
	ARCH TYPE FENDER DGH 400X3000	28 PCS
PORT OF WILMINGTON FENDERS, USA	LEG TYPE FENDER ME800X900	10 PCS
PLAINS CORPUS CHRISTIE TERMINAL , USA	CELL TYPE FENDER YGCH 2000	4 PCS
STOL THAVEN HOUSTON BARGE DOCK	CELL TYPE FENDER YGCH 500	6 PCS
WAICO GREENSPORT TERMINAL DOCK 4 , USA	CONE TYPE FENDER CONE 1150	18 PCS
MARTHON TEXAS CITY DOCKS 40&41, USA	CELL TYPE FENDER YGCH 2000	2 PCS
IMTT ST. ROSE DOCK 2, USA	CELL TYPE FENDER YGCH 1250	14 PCS
	CELL TYPE FENDER YGCH 630	6 PCS
WATCOM WATERWAY BULKHEAD, USA	ARCH TYPE FENDER DGH-B500X1000	12 PCS
KINDER MORGAN EXPORT TERMINAL , USA	CELL TYPE FENDER YGCH 1250	4 PCS
	CELL TYPE FENDER YGCH 1150	2 PCS
SSA NANTUCKET SLIP 1, USA	CELL TYPE FENDER YGCH 800	26 PCS
	CELL TYPE FENDER YGCH 500	12 PCS
USVI PORT AUTHORITY, USA	ARCH TYPE FENDER DGH 300X500	65 PCS
	ARCH TYPE FENDER DGH 300X2000	65 PCS
O&G INDUSTRIAL BOSTWICK AVE, USA	SQUARE FENDER SD400X400X762	36 PCS
NEW ORLEANS , USA	CONE TYPE FENDER CONE 1400	6 PCS
	CONE TYPE FENDER CONE 500	9 PCS
CHE VRON EMPIRE, USA	CELL TYPE FENDER YGCH 2500	1 PC
KINDER MORGAN GALENA PARK SHIP DOCK#1, USA	CELL TYPE FENDER YGCH 1250	4 PCS
JAXPORT BIMT PHASE 1, USA	CONE TYPE FENDER CONE 1100	34 PCS
MARATHON GBR DOCKS 37-38, USA	CONE TYPE FENDER CONE 1100	3 PCS
KINDER MORGAN EXPORT TERMINAL , USA	CELL TYPE FENDER YGCH 1250	2 PCS

2014

HOUSTON, USA	LEG FENDER ME1600X1000	2PCS
HONOLULU HARBOR PIER 39B	LEG FENDER ME400X1500	12 PCS
EXXONMOBIL BAYTOWN DOCK 2 BERTH #3	CONE TYPE FENDER H1000	2 PCS
	LEG FENDER ME800X1000	22 PCS
BP CHERRY POINT FENDERS PHASE 2	SUPPER CELL FENDR YGCH1700	4 PCS
HARVEY PIER 14 FENDER UPGRADE	CONE TYPE FENDER H600	10 PCS
PORT TARANAKI ELEMENT FENDERS	LEG FENDER ME1250X1050	4 PCS
	LEG FENDER ME1250X1000	6 PCS
MOTIVA NORCO, USA	SUPPER CELL FENDER YGCH1150	36 PCS
	SUPPER CELL FENDER YGCH800	12 PCS
SUNOCO NEDERLAND, USA	SUPPER CELL FENDER YGCH1600	4 PCS
	CONE TYPE FENDER H900	2 PCS

ST JOHN' S SMALL CRAFT PIER, USA	CYLINDRICAL 300X150X5860	9 PCS
VULCAN ELMERGENCY REPAIR, USA	SUPPER CELL FENDER YGCH1150	1 PC
HOUSTON, USA	SUPPER CELL FENDER YGCH1250	2 PCS
PAAP SCHUYLKILL RIVER DOCK, USA	SUPPER CELL FENDER YGCH1250	4 PCS
FORT ADAMS STATE PARK PERRY BERTH	SUPPER CELL FENDER YGCH630	24 PCS
AM-NS CALVERT SPARE PARTS, USA	SUPPER CELL FENDER YGCH500	1 PC
PORTLAND PROJECT, USA	TUG FENDER 904X450X13600	2 PCS
NEW ORLEANS, USA	SUPPER CELL FENDER YGCH800	6 PCS
CEMUS DOCK REPAIRS, USA	LEG FENDER ME1000X1000	24 PCS
	CYLINDRICAL 1400X800X1250	18 PCS
	CYLINDRICAL 1400X800X2000	10 PCS
SUNOCO DOCK 2A MODIFICATION, USA	CONE TYPE FENDER H1400	4 PCS
PORT OF BROWNSVILLE, CARGO DOCK 16	LEG FENDER ME800X2000	8 PCS
PORT OF BROWNSVILLE, CARGO DOCK 16	LEG FENDER ME800X2000	8 PCS
NORTH CAROLINA STATE PORT AUTHORITY FENDERS	LEG FENDER ME1250X900	6 PCS
DEFENSA MONOBOYA ECOPETROL GERENCIA CARIBE	CONE TYPE FENDER H600	8 PCS
WOODSIDE FERRY TERMIANL, USA	ARCH TYPE FENDER DGH-A300X1000	9 PCS
	ARCH TYPE FENDER DGH-A400X1000	2 PCS
TPC HOUSTON FACILITY RETROFIT	SUPPER CELL FENDER YGCH1700	2 PCS
MSRC FENDERS, USA	LEG FENDER ME400X1000	8 PCS
KINDER MORGAN, USA	SUPER CELL FENDER YGCH1250	4 PCS
	CYLINDRICAL 460X230X968	8 PCS
	CYLINDRICAL 460X230X800	8 PCS
NEWARK, NJ, USA	CONE TYPE FENDER H1300	16 PCS
NYC EAST 91ST STREET MARINE TRANSFER STATION, USA	LEG FENDER ME600X1000	74 PCS
	DD300X300X457	37 SETS
PORT OF GODERICH DOCK 7 UPGRADE	SUPER CELL FENDER YGCH800	25 PCS
AMERICAN STYRENE TANKER BERTH	CONE TYPE FENDER H1600	3 PCS
PORT OF OAKLAND FENDER REPLACEMENT	CONE TYPE FENDER H1150	2 PCS
SJRPP OFFLOADING PIER FENDER REPLACEMENT, USA	LEG FENDER ME1250X1000	22 PC
RECOPE REPLACEMENTS, COSTA RICA	SUPER CELL FENDER YGCH1450	6 PCS
CEDD MAINTENANCE CONTRACT FOR SEAWALLS & NAVIGATION CHANNELS	LEG FENDER ME400X750	44 PCS
	RUBBER CAPPING	75 PCS
DOW FREEEPORT DOCK A-8, USA	CONE TYPE FENDER H1200	2 PCS
MIAMI, FL, USA	CONE TYPE FENDER H1100	4 PCS
NEW ORLEANS, LA, USA	SUPER CELL FENDER YGCH1700	1 PC
HOUSTON, USA	SUPER CELL FENDER YGCH 1700	1PC

GPA BERTH 1 FENDER REPLACELEG FENDER MENT	CONE TYPE FENDER H1100	1PC
CELEG FENDER MEX HOUSTON, USA	SUPER CELL FENDER YGCH1150	2PCS
SASOL CHEMICALS DOCK FENDERS, USA	ARCH TYPE FENDER DGH-B800X1000	4 PCS
DELAWARE RIVERBA FERRY TERMINAL, USA	LEG FENDER ME1000X1000	48PCS
PHILIPIS 66 FREEPORT TERMINAL, USA	SUPER CELL FENDER YGCH 2000	5PCS
HOUSTON, USA	SUPER CELL FENDER YGCH 1600	3PCS
WATCO GREENSPORT TERMINAL DOCK HOUSTON, USA	CONE TYPE FENDER H1150	28PCS
2013		
VOPAK SDK2, USA	CONE 900	12 PCS
NEW YORK USA	ARCH 400X1000	34 PCS
MOTIVA NEWARK, USA	LEG 1250X1000	16 PCS
	LEG 800X1000	4PCS
TAMPA, USA	SUPPER SELL 1450	4 PCS
	ARCH 200X1000	20 PCS
LONG BEACH, USA	TUG 600X300X18900	1 SET
CITGO CLIFTON RIDGE FACILITY	SUPER SELL 2000	2 PCS
ASPA PIER C UPGRADES, USA	LEG 1000X1000	52 PCS
	LEG 750X1000	108 PCS
KINDER MORGAN TERMINALS USA	SUPER CELL 1250	3 PCS
IMPALA BURNSIDE COAL FACILITY, USA	CONE1600	22 PCS
VITERRA PACIFIC TERMINAL VANCOUVER, USA	ARCH 800X2500	3 PCS
PLAINS YORK TOWN TERMINAL WEST DOCK, USA	LEG 1250X1500	6 PCS
PNG PORTS ALOTAU WHARVES UPGRADES, USA	CONE 1100	5 PCS
NANTUCKET, SLIP #1, USA	SUPER CELL 800	18 PCS
ODF JELL SHIP DOCK COOPER RIVER, SC, USA	CONE 1200	2 PCS
AXIALL HOUSTON, USA	SUPER CELL 1600	2 PCS
LBC PETRO UNTED SUNSHENE TERMINAL, USA	CONE 1000	4 PCS
SHELL MOBILE FENDER REPLACEMENT, USA	SUPER CELL 1000	8 PCS
FREEPORT PROTECTIVE DOLPHIN, USA	SUPER CELL 1700	3 PCS
DIGBY FERRY TERMINAL NOVA SCOTIA, USA	LEG 800X1500	76 PCS
	LEG 1250X1000	8 PCS
QUINCY WEYMOUTH FORE RIVER BRIDGE ROUTE 3A , USA	CONE 1200	8 PCS
TRAFIGURA TERMINALS CORRUS CHRISTI USA	SUPER CELL 1600	2 PCS
	SUPER CELL 1450	4 PCS
	CONE 900	2 PCS
TPA PETROLEUM FACILITIES BERTH, USA	SUPER CELL 1450	4 PCS
	ARCH 250X1000	17 PCS
OAK BROOK, IL USA	CONE 350	296 SETS
FORESIGHT ENERGY CONVENT MARINE TERMINAL, USA	SUPER CELL 1600	9 PCS
CITGO LAKE CHARLLES, USA	SUPER CELL 2000	2 PCS
	SUPER CELL 1450	2 PCS

SHELL GEISMER RIVERSIDE, USA	SUPER CELL 1600	1 PC
BP CHERRY POINT , USA	SUPER CELL 1700	4 PCS
HOUSTON, PORT, USA	SUPER CELL 1000	4 PCS
	SUPER CELL 1150	4 PCS
WICO PIER EXTENSION AND DOLPHIN, USA	CONE 1300	1 PC
CORPUS CHRISTI CARGO DOCK10 , USA	SUPER CELL 1450	6 PCS
BALTIMORE, USA	CONE 1200	9 PCS
BAE SLIP DG DEVELOPMENT, USA	SUPER CELL 1250	71PCS
HOUSTON, USA	SUPER CELL 1000	3PCS
	SUPER CELL 1600	4PCS
HOUSTON, USA	SUPER CELL 1250	6PCS
IMTT MOTEM REHABILTATION, USA	SUPER CELL 1150	7PCS
VALERO ST.CHARIES DOLPHINS, USA	CONE 1000	4PCS
WATCO GREENSPORT TERMINAL, USA	CONE1150	7PCS
PASADENA DOCK RENOVATION, USA	SUPER CELL 1250	10PCS
ENBRIDGE EDDYSTONE PA,USA	SUPER CELL1150	3PCS
NUSTARBAL TIMORE TERMINAL UPGRADE, USA	CONE 800	13PCS
MARAD LAY BERTH.BEAUMONT, USA	CONE1100	45PCS
NUSTAR CORPUS CHRSTI, USA	CONE 1000	4PCS
	LEG 600X1000	12PCS
LIMON, USA	SUPER CELL 2000	4PCS
LOUISIANA FRUIT CO SITE 60, USA	DD 400X400X2850	27PCS
BR-1&BR-2DOCK EASTMAN CHEMICAL DOCK,USA	SUPER CELL 1700	2PCS

2012

MONTREAL USA	CYLINDRICAL FENDER DIA 250X125X3750	64 PCS
NEW YORK USA	ARCH TYPE FENDER DGH 400X1000	34 PCS
PORT OF MIAMI	CYLINDRICAL FENDER DIA 1400X700X1500	3 PCS
	CYLINDRICAL FENDER DIA 1000X500X1500	2 PCS
NORFOLK USA	ME 1250X900	4 PCS
NEW ORLEANS USA	CONE 800	4 PCS
PORTLAND , USA	CONE FENDER H 1300	3 PCS
TACOMA, WA	ME 1000X900	8 PCS
HOUSTON USA	ARCH TYPE FENDER DGH 250X2200	3 PCS
USA	CONE 900	4 PCS
	CYLINDRICAL FENDER 500/250X1000	3 PCS
NEW ORLEANS USA	CONE 1150	2 PCS
HOUSTON , USA	ARCH TYPE FENDER DGH 300X1000	37 PCS
NEW ORLEANS USA	ME 400X1000	12 PCS
USA	CONE FENDER H1200	3 PCS
HOUSTON USA	SUPER CELL FENDER YGCH 1450	1 PC
HOUSTON USA	CYLINDRICAL FENDER 900/450X1000	18 PCS
	ARCH TYPE FENDER DGH 1000X1500	42 PCS

MIAMI USA	SUPER CELL FENDER YGCH2500	2 PCS
	SUPER CELL FENDER YGCH2000	2 PCS
SAVANNAH, GA	TUG FENDER 530X250X11600	1 PC
NEW ORLEANS USA	ME 400X1000	16 PCS
NEW ORLEANS USA	CONE FENDER H 1000	3 PCS
HOUSTON, USA	ARCH FENDER DGH 300X1000	12 PCS
NEW ORLEANS USA	SUPER CELL FENDER YGCH 1600	1 PC
	PLASTIC FENDER 200X200X3000	20 PCS
NEW ORLEANS USA	ARCH TYPE FENDER DGH 500X1000	29 PCS
	ARCH TYPE FENDER DGH 300X1000	96 PCS
	CONE 1000	3 PCS
TAMPA USA	ARCH FENDER DGH 500X1500	3 PCS
NEW ORLEANS	CONE FENDER H1400	4 PCS
HOUSTON ,USA	TUG BOAT FENDER DIA 914X17800	2 SETS
	TUG BOAT FENDER DIA 400X15800	2 SETS
NEW ORLEANS	CONE FENDER H 800	10 PCS
NOFOLK	ARCH TYPE FENDER DGH-B600X3000	8 PCS
MOBILE ,USA	SUPER CELL FENDER H 1600	3 PCS
	ARCH TYPE FENDER DGH 500X2500	14 PCS
HOUSTON USA NJDOT WITTPENN BRIDGE (OEM)	ARCH TYPE FENDER DGH-B250X2125	918 SETS
USA	CYLINDRICAL FENDER-1000/500X1500	8 PCS
	400/200X1500	8 PCS
OAKLAND,USA	CONE 1100	3 PCS
	CONE 800	2 PCS
MOBILE ,USA	SUPER CELL FENDER H 17000	2 PCS
	ARCH TYPE FENDER DGH 500X2500	8 PCS
NEW TON KING BERTH (OEM)	SUPER CELL FENDER YGCH H 1000	10 PCS
CLEVERLAND, USA	OD.610-500XID300X7925	2 PCS
	OD.760-600XID350X11836	2 PCS
SEATTLE, USA	BUCKLING COLUMN FENDER	50PCS
USA	DGH 500X1500	2 PCS
	DGH 500X2500	3 PCS
NEW YORK	CONE FENDER H 1600	2 PCS
HOUSTON USA	SUPER CELL FENDER YGCH H1450	1 PCS
NEW ORLEANS USA	CONE 900	3 PCS
NEW ORLEANS USA	CONE 600	6 PCS
	CONE 1150	4 PCS
CHICAGO USA	ARCH TYPE FENDER DGH400X1000	1 PC

MARINUS ENGINEERING

Maritime International Past Project List

(1997 - 2009)

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Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2009	Canada	Port of Vancouver	Cylindrical	24'	2
2009	Canada	Remorquer # 4	Cylindrical	24	14
2009	Curacao	Sea/Harbor Transport Curacao	D Fender	8"	50
2009	Dominican Republic	Central Romana Corp. Dominican	Leg	ME600	
2009	France	Montoir-Ponton Rore	Arch	AD500x1000	42
2009	France	Region Languedoc Roussillion	Cylindrical	1200x600x500	16
2009	Guam	Replacement of Wharf Gantry Rail Systems	Arch	600x 1100	33
2009	Guam	Replacement of Wharf Gantry Rail Systems	Cylindrical	24'	31
2009	ireland	Shear Fender Cork EF158649	Shear	ff400-180	10
2009	Nigeria	Capital Oil & Gas Ibru Jetty Phase II	Cone	1000	8
2009	Nigeria	Capital Oil & Gas Ibru Jetty Phase II	Arch	400	14
2009	Nigeria	Capital Oil & Gas Nigeria	Cone	1000	13
2009	Nigeria	Capital Oil & Gas Nigeria	Arch	400	14
2009	United Kingdom	Tilbury	Leg	500x1000	6
2009	usa	Blasters Ready Jet	D Fender	6"	2
2009	usa	Irving oil	Leg	1000x900	4
2009	USA	Irving Oil Repl	Leg	1000x900	4
2009	USA	Kingston Ferry Slip 2 Upgrade	D Fender	300x 300	6
2009	usa	Little Brewster Island	Cylindrical	12"	9
2009	usa	Little Brewster Island	D Fender	12"	6
2009	usa	Little Brewster Island	D Fender	8"	7
2009	usa	Newport Coal Terminal	Leg	1450	4
2009	usa	Newport Coal Terminal	Cylindrical	60"	1
2009	USA	Plains Ship Dock	Cell	1700	4
2009	USA	Pohoiki Boat Ramp	D Fender	6'	8
2009	usa	Schuyler Maritime-Flordia Casino	D Fender	12"	1
2009	USA	Schuyler-D Fender	D Fender	10'	1
2009	USA	Shell Deer Park	Cell	800 H	6
2009	usa	Shell Mormon Island	Cone	mcn-1100	8
2008	Angola	Soyo ALNG Quay Phase II	Cone	1000	32
2008	Bahamas	Grand Bahama Shipyard	Cone	MCN 600	7
2008	Bahamas	Rose Island	Arch	500	16
2008	Bermuda	Bermuda Fast Ferry Dock	Cone	500	2
2008	Brazil	Brazil	Cone	800	1
2008	Brazil	Port of Alegre Brazil	Cone	700	1
2008	Brazil	Port of UBU Brazil	Cone	800	1
2008	Brazil	Port Alegre Brazil	Cone	700	20
2008	Canada	Baie Comeau Wharf Rehad Wharf 3	Arch	800	1
2008	Canada	Baie Comeau Wharf Rehad Wharf 3	Arch	800	15
2008	Canada	Fore River Dock Barges	D Fender	8"	3
2008	Canada	Fraser River Pile & Dredge	Leg	550	2
2008	Canada	Fraser River Pile & Dredge	Leg	550	2
2008	Canada	Kingsville Dock Rehab	Cylindrical	711	2
2008	Canada	Petro-Canada	Arch	500	25
2008	Canada	Port Quebec, Lepage Wharf	Arch	500	10
2008	Canada	Vancouver Fender Replacement	Leg	1250	2
2008	Canada	Vancouver Island Fender Repair	Leg	550	2
2008	Canada	Viterra Cascadia Terminals	Arch	300	8
2008	Canada	Viterra Cascadia Terminals	Arch	600	6
2008	Curacao	Curacao	Cylindrical	1600mm	1
2008	Egypt	Daimetta Egypt	Cone	800	157
2008	France	DDE La Reunion	Cylindrical	800	9
2008	France	MISA Wharf Saint Paul - La Reunion	Arch	300	14
2008	France	Montoir Poste Roulier N4	Leg	750	9
2008	France	Port de Sete	Cylindrical	1200	4
2008	France	Port Saint Louis du Rhone	Leg	400	6

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2008	France	Ecluse Watier - Port of Dunkerque MISA	Arch	500	10
2008	Ireland	Warrenpoint Harbour	Arch	400	20
2008	Ireland	Warrenpoint Harbour	Arch	400	20
2008	Ireland		Arch	1000	15
2008	Ivory Coast	Port of San Pedro Ivory Coast	Cylindrical	1600	35
2008	Jamaica	Shell Terminal, Jamaica	Cell	1450	2
2008	Kenya	Kenya Ports Mbaraki Wharf	Cone	500	18
2008	Malta	Valleta Waterfront	Foam Filled	1.5M	6
2008	Morocco	Mohammedia, Morocco	Cone	1150	2
2008	Morocco	Mohammedia, Morocco	Cone	1400	5
2008	New Caladonia	Quai des Caboteurs	Cylindrical	500	21
2008	Nigeria	Nigeria FC	Cylindrical	1400	35
2008	Panama	Colon 2000 Cruise Terminal Panama	Cone	1000	10
2008	Panama	Panama Ports Corporation Berth 18 Phase 4	Cell	1700	29
2008	Panama	PPC Berth 15 Replacements	Cone	800	8
2008	Peru	Peru LNG - Utility Dock	Arch	250	22
2008	Portugal	Sotagus Portugal	Cone	700	2
2008	Puerto Rico	Port of Ponce, Puerto Rico	Arch	250	12
2008	Saudi Arabia	AGOC Berth Saudi Arabia	Arch	250	190
2008	Spain	Las Palmas Spain MISA	Foam Filled	1.2	4
2008	Syria	Lattakia Syria	Arch	500	120
2008	Tahiti	Tahiti French Polynesia	Cylindrical	600	20
2008	Tunisia	Tunisia - La Goulette	Cone	1100	50
2008	UAE	Docking Facility at Saadiyat Island UAE	Arch	400	4
2008	UAE	Dubai Maritime City	Foam Filled	1500	12
2008	UK	Cold Harbor Jetty UK EF130915	Cylindrical	530	18
2008	UK	Cold Harbor Jetty UK EF130915	Arch	250	21
2008	UK	Holyhead, UK	Cell	1450	2
2008	UK	Oyster Wave Energy Converter UK	Arch	500	4
2008	UK	Grangemouth Replacements UK	Arch	500	2
2008	UK	Port Dover UK	Leg	1000	12
2008	UK	PSA HNN Great Yarmouth UK	Cone	1400	64
2008	UK	Ringaskiddy Deepwater Berth 2008	Cell	1450	6
2008	UK	Ringaskiddy Deepwater Berth 2008	Arch	500	2
2008	US Virgin Islands	West Indian Co. Bulkhead	Leg	550	29
2008	USA	Agrifos Fertilizer Retrofit	Cell	1250	3
2008	USA	ASPA Pinto Island Terminal	Cell	1250	54
2008	USA	Astoria, Oregon USCG	D Fender	6"	100
2008	USA	Auke Bay Loading Facility	Arch	400	16
2008	USA	Bayonne Terminal Pier Repair	Arch	400	12
2008	USA	Berth 26 Extention Improvement	Arch	300	2
2008	USA	Berth 26 Extention Improvement	D Fender	150	35
2008	USA	Blaster's D-D Fender	D Fender	6"	1
2008	USA	Bohemia Basin Float Rehab	Arch	200	16
2008	USA	Bollinger Texas City	D Fender	12	1
2008	USA	BO-MAC	Cell	1150	1
2008	USA	BP Texas City	Leg	1250	12
2008	USA	Breasting Dolphin Fender Repair	Cell	MCS 800	1
2008	USA	C II Carbon	Leg	750	4
2008	USA	Camel Refurb	Arch	500	1
2008	USA	Capital Terminals Rhode Island	Cell	1150	2
2008	USA	Colonial Terminals	Cone	MCN-1200H	10
2008	USA	Crane Shock Absorber	Cylindrical	12"	1
2008	USA	Dow Taft Fender Replacement	Shear	14	2
2008	USA	Ergon Fender Replacement	Cell	1600	1
2008	USA	Glacier NW - Maury Island Pier	Arch	600	7

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Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2008	USA	Gramercy Aluminum	Leg	300	16
2008	USA	H & P Crown Bumpers	D Fender	250	18
2008	USA	H&P Crown Bumper	D Fender	10"	28
2008	USA	H&P Crown Bumper	D Fender	300	18
2008	USA	H&P Crown Bumpers	D Fender	10"	2
2008	USA	H&P Crown Bumpers	D Fender	12"	15
2008	USA	H&P Crown Bumpers	D Fender	200	4
2008	USA	H&P Crown Bumpers	D Fender	10"	10
2008	USA	Hess Jacksonville III	Cell	800	2
2008	USA	Hornblower Cruises	D Fender	10"	1
2008	USA	IMT Houston Dock #1	D Fender	8"	1
2008	USA	IMT Houston Dock #1	Cone	600	13
2008	USA	IMT Houston Dock #1	Cylindrical	20	1
2008	USA	IMT Houston Dock #1	Cylindrical	28	1
2008	USA	IMTT Bayonne, NJ Pier 4	Cone	1000	6
2008	USA	Kingsville Dock Rehab	Arch	400	2
2008	USA	M/V Laforce	D Fender	6"	8
2008	USA	Marlex Ship Mooring Site	Cell	1250	3
2008	USA	MFI Kinder Morgan	D Fender	4"	4
2008	USA	Mittal Steel E. Chicago, Indiana	Cylindrical	41	41
2008	USA	Morgantown, MD Power Plant	Cone	1300	10
2008	USA	Motiva Convent	Cone	800	1
2008	USA	Motiva Port Arthur	Cell	1450	2
2008	USA	Navy Shear Fenders	Shear	HSF-14	6
2008	USA	NC Port Authority Radio Island	D Fender	10"	10
2008	USA	NC Port Authority Radio Island	Cone	1200	4
2008	USA	NC State Port Auth Repl Berth 8	Leg	1250	8
2008	USA	Norm Bloom Cylindrical	Cylindrical	5"	2
2008	USA	Oakbluffs Ferry Terminal Phase II	Leg	600	5
2008	USA	Oiltanking Beaumont South Dock	Cell	1150	2
2008	USA	Orcas Ferry Terminal	Cell	800	12
2008	USA	Pasadena Refining	Cone	1150	3
2008	USA	Pasadena Refining	D Fender		1
2008	USA	Pier 88 & 94 Passenger Berth	Arch	400	60
2008	USA	PNCT, Port Newark	Leg	ME 1000	8
2008	USA	PNS Pier 7 Silverdale, WA	Cone	500	105
2008	USA	PNS Pier 7 Silverdale, WA	Arch	500	8
2008	USA	Port Freeport, TX - Velesco Term	Arch	800	41
2008	USA	Port of Los Angeles	Cylindrical	8"	36
2008	USA	Port of Texas City Dock 15	Leg	800	6
2008	USA	Port of Texas City Dock 15	Arch	250	2
2008	USA	Port of Vermillion	D Fender	150	54
2008	USA	PSNH Schiller Station	Cell	MCS 1000	20
2008	USA	Pt. Hueneme Marine Supply	Leg	12"	12
2008	USA	Robert Moses Causeway, NY	D Fender	250	40
2008	USA	Round Butte Fender System	Arch	200	6
2008	USA	San Diego Submarine Base Repair	Cylindrical	600x300x3'	21
2008	USA	Sand Point Boat Harbor Phase 2	Leg	300	60
2008	USA	Schuyler Maritime	D Fender	300	3
2008	USA	Schuyler Maritime	D Fender	300	1
2008	USA	Schuyler Maritime	D Fender	12"	
2008	USA	Shell Fender Replacement	Leg	800	12
2008	USA	Shell Leg Fender Replacement	Leg	800	5
2008	USA	Sprague Energy Fender Replacement	Leg	600	4
2008	USA	Sunny Point Wharf Expansion	Cone	1000	48
2008	USA	Toney Drilling	D Fender	4"x4"	1

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Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2008	USA	Tug Conversion	D Fender	6"	13
2008	USA	Tug Conversion	D Fender	12"	2
2008	USA	USCG - New Range Structures	D Fender	200	2
2008	USA	USCG Reconfigure	Leg	500	4
2008	USA	Valero Corpus Christi	Arch	800	4
2008	USA	Valero Corpus Christi	Leg	600	2
2008	USA	Venmar	Cylindrical	1600	1
2008	USA	Volks Marine Dock Repair	Shear	14	14
2008	USA	Volks River Facility	Shear	14	3
2008	USA	Washington State Ferries Wingwall	Leg	1250	6
2008	USA	Woodshole Dock Repair	Cell	500	2
2008	USA	Corpus Christi Spool Base Pier	Cell	1150	12
2008	USA	H&P Crown Bumpers	D Fender	250	2
2008	USA	H&P Crown Bumpers	D Fender	200	6
2008	USA	Nome, AK Floats	D Fender	200	12
2008	USA	Pier 39 Fender Repair	Leg	400	8
2008	USA	Pohoiki Boat Ramp	D Fender	150	4
2008	USA	Port of Texas City Dock 15	Leg	500	12
2008	USA	USCG - New Range Structures	D Fender	200	8
2008	USA	Volks Shear Fender	Shear	HSF-14	7
2007	Angola	Soyo LNG	Cone	1000	38
2007	Bahamas	Martin Marietta	Cell	1450	1
2007	Bermuda	Bermuda	Cone	500	2
2007	Bermuda	Bermuda Cruise Ship Terminal	Foam Filled	5'	7
2007	Canada	BC Ferries Prince Rupert Terminal PH 2	Leg	1250	21
2007	Canada	BC Ferries Prince Rupert Terminal PH 2	Leg	1450	8
2007	Canada	Fraser River Pile & Dredge	Leg	1450	4
2007	Canada	Port Au Choix - Wharf Reconst.	D Fender	10"	4
2007	Canada	Port Aux Basques	Cone	1100	2
2007	Canada	Port Aux Basques	Cone	900	16
2007	Canada	Projexco	D Fender	14"	3
2007	Canada	Seafulf Marine	Cylindrical	6"	1
2007	Canada	Seagulf Marine	Cylindrical	6"	2
2007	Canada	Seagulf Marine	Cylindrical	6"	3
2007	Canada	Summerside Marine Terminal	Arch	400	
2007	France	Baudin Chateauneuf	Cylindrical	800	6
2007	France	Boyer quais de Hao et Katiu	Cylindrical	600	13
2007	France	Donges Poste 3	Arch	400	4
2007	France	Marseille Aut BSE07-001	Leg	1250	4
2007	France	Port Autonome Du LeHavre	Leg	500	12
2007	France	Port de Cherbourg	Cone	1400	4
2007	France	Port La Nouvelle France	Leg	750	6
2007	France	Port LeHavre Chantier MBS	Leg	750	12
2007	France	Saint Nazaire	Cylindrical	800	1
2007	France	Saint Nazaire	Leg	750	6
2007	Guatemala	Zeta Gas	Leg	900	2
2007	Ireland	Rosslare Europort	Leg	550	12
2007	Ireland	Rosslare Europort	Leg	800	12
2007	Jamaica	Caribbean Cement Co.	Arch	600	12
2007	Jamaica	West Indian Alumina Co	Cone	700	3
2007	LIBYA	Tobruk Terminal, Libya EF131062	Cylindrical	355	40
2007	Mexico	Port Ensenada Mexico	Cone	900	10
2007	New Caladonia	Quai de la Capricieuse	Cone	900	7
2007	Nicaragua	Nicaragua Fender Blocks	D Fender	10"	26
2007	Norway	Oslo Norway	Leg	1000	4
2007	Panama	ACP Budget	D Fender	14"	74

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Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2007	Panama	Panama Ports Corporation Berth 14 Extension	Cone	800	6
2007	Panama	Port Cristobal Panama	Cone	1100	38
2007	Peru	Peru Leg Fenders	Leg	1000	6
2007	Republic Dyibouti	Naval Pier & Civilian Dock	Arch	300	25
2007	Sri Lanka	Colombo Dockyard Sri Lanka	Cell	800	3
2007	St. Vincent	Port of St. Vincent	Arch	600	6
2007	St. Vincent	Port of St. Vincent II	Cone	1000	2
2007	St. Vincent	St. Vincent Port Authority	Arch	600	2
2007	Thailand	SRH Port Thailand	Leg	1250	6
2007	Thailand	Thailand	Leg	1000	2
2007	Turkey	Colakoglu Steel Turkey	Leg	1000	62
2007	Turkey	Erdemir Jetty Extention	Cone	1000	10
2007	Turkey	Erdemir Jetty Extention	Leg	600	38
2007	Turkey	Erdemir Steel Manufacturing Plant	Leg	400	40
2007	Turkey	Petrol Ofisi Turkey	Leg	1000	2
2007	Turkey	Sloventas New Jetty	Leg	750	150
2007	Turkey	Total Berth	Cone	1100	2
2007	Turkey	Total Berth	Cone	900	2
2007	Turkey	Total Berth	Cone	700	4
2007	Turkey	Total Haramidere	Leg	1000	2
2007	Turkey	Tupras Turkey	Leg	2000	4
2007	UAE	Al Jaber	Leg	600	72
2007	UAE	Palm Jumeriah Monorail Stopper	Cone	1000	4
2007	UAE	Port Fujairah, Breakwater Berths	Cone	1100	49
2007	United Kingdom	ABF UK II	Cell	630	4
2007	United Kingdom	ABP UK	Cell	630	4
2007	United Kingdom	Port Harwich UK	Leg	1000	4
2007	United Kingdom	Sabic	Cone	1000	4
2007	United Kingdom	Total APT Terminals UK	Leg	750	8
2007	USA	Advanced Rig Services	D Fender	10"	1
2007	USA	Alaskan Dock Repair	Cylindrical	800	3
2007	USA	Alcatraz Cruises	D Fender	10"	4
2007	USA	Apollo International	D Fender	6"	3
2007	USA	Atlantic Cape Fishery	D Fender	6"	1
2007	USA	B&R Marine	D Fender	4"	1
2007	USA	B. Hansen Inc.	D Fender	6"	2
2007	USA	Basic Marine	D Fender	10"	52
2007	USA	Blount Island Stern Ramp Pier	Cylindrical	500	14
2007	USA	Bouchard Tug Repair	D Fender	12"	10
2007	USA	BP Cherry Point Refinery	D Fender	8"	8
2007	USA	BP Texas City	Leg	1250	4
2007	USA	BP Texas City	Leg	1250	4
2007	USA	Cameron LNG	Cell	2250	8
2007	USA	Capo Oil	Cylindrical	8"	3
2007	USA	Cement Import Term. -Tampa, FL	Cone	1000	3
2007	USA	Channel Marine	D Fender	4"	2
2007	USA	Chevron San Ramon Berth #3	Leg	1000	6
2007	USA	Citgo Dock Fender Repair	Leg	800	2
2007	USA	Citgo Dock Repair	Leg	800	1
2007	USA	Citgo Fender Replacement	Leg	1000	2
2007	USA	Citgo Lake Charles	Cell	1250	2
2007	USA	City of Nome Harbor Improvements	Cylindrical	24"	8
2007	USA	City of Nome Harbor Improvements	Cylindrical	6"	72
2007	USA	Coastal Dredging	D Fender	6"	1
2007	USA	Coastal Dredging	D Fender	6"	1
2007	USA	Cummings Farm	D Fender	4x4	2

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Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2007	USA	Dolphin Marine II	D Fender	14"	1
2007	USA	Dow Taft	Shear	14	6
2007	USA	East Blair 1 Wharf Port of Tacoma	Leg	1000	50
2007	USA	Ellen S. Bouchard	D Fender	10"	4
2007	USA	ExxonMobile-Golden Pass LNG	Cell	2250	3
2007	USA	ExxonMobile-Golden Pass LNG	Cell	2500	4
2007	USA	ExxonMobile-Golden Pass LNG	Arch	400	20
2007	USA	Fairhaven Terminal Repairs	Cylindrical	18"	12
2007	USA	Fore River Dock Barges	D Fender	8"	8
2007	USA	Freeport LNG	Cell	2250	4
2007	USA	G & H Towing-Schuyler	D Fender	14"	4
2007	USA	G&H Towing	D Fender	14"	2
2007	USA	General Propulsion	D Fender	3"	10
2007	USA	GPA Berth 1 Fender Upgrade	Cone	1100	6
2007	USA	Gulfport, Coast Guard Base	D Fender	4"	21
2007	USA	H & P Crown Bumpers	D Fender	10"	10
2007	USA	H&P Crown Bumper	D Fender	12"	1
2007	USA	Haines Mooring Facility	Cylindrical	36"	18
2007	USA	Harford County Parks & Rec.	D Fender	6"	1
2007	USA	Harrison Water Intake Replacement	Cylindrical	12"	1
2007	USA	Helmerich & Payne	D Fender	10"	20
2007	USA	Hornbeck Offshore	D Fender	14"	1
2007	USA	Hunt Oil	D Fender	14"	18
2007	USA	JM Davidson	D Fender	8"	2
2007	USA	JM Davidson	D Fender	6"	3
2007	USA	Kinder Morgan Galena Park Dock #4	Cell	1250	2
2007	USA	Kinder Morgan Galena Park Dock #4	Cell	1150	2
2007	USA	Kinder Morgan Galena Park Dock #4	Cell	900	2
2007	USA	Kinder Morgan GLC Dock, Geismar, La.	Foam Filled	3352	4
2007	USA	Kinder Morgan Newport News, VA	Cone	1200	13
2007	USA	Kinder Morgan Newport News, VA	Cone	1400	22
2007	USA	Kinder Morgan Pasadena & Galena	Cell	1150	2
2007	USA	Kinder Morgan Pasadena & Galena	Foam Filled	2700	1
2007	USA	Kinder Morgan, New Port News, VA	Cylindrical	1200	12
2007	USA	Kiyi Dock Facility	D Fender	8"	51
2007	USA	Lake View Docks	D Fender	4"	3
2007	USA	Mass DOT Head End Dolphin Fore River Bridge	Leg	1600	8
2007	USA	Mercer Generating System	Leg	400	12
2007	USA	Military Boat Conversion	Cylindrical		5
2007	USA	Nassau Terminals	Leg	1250	2
2007	USA	New Signet Tugs	D Fender	12"	36
2007	USA	New Signet Tugs	D Fender	14"	2
2007	USA	Newport News Repair	Cell	1450	1
2007	USA	Norfolk Foam Fenders	Foam Filled	8'	20
2007	USA	Norm Bloom	Cylindrical	5"	3
2007	USA	Norm Bloom	Cylindrical	125	3
2007	USA	O&G Replacement Fender	D Fender	10"	1
2007	USA	Oak Bluffs Bulkhead	Cell	500	4
2007	USA	Oak Bluffs Steamship Authority	Arch	300	2
2007	USA	P&H 630 Cell	Cell	630	1
2007	USA	P&H Construction	Leg	800	6
2007	USA	Paulsboro Dock Rehab	Arch	300	9
2007	USA	Pelican Sales	Cylindrical	250	1
2007	USA	Pelican Terminal	Cylindrical	28"	3
2007	USA	Pelican Terminal Improvements	Cylindrical	35"	9
2007	USA	Petro United Texas City	Cell	800	1

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2007	USA	Port Houston Jacinto Port Term	Cylindrical	12"	150
2007	USA	Port Long Beach Berth G230	Arch	400	2
2007	USA	Port of Georgia Garden City Terminals CB2 & CB3	Cone	1000	58
2007	USA	Port of Jacksonville Damesport TraPac Facility	Leg	1000	144
2007	USA	Port of Lake Charles	Leg	800	37
2007	USA	Port of Long Beach G230-236 Fenders	Cone	1000	38
2007	USA	Port of Longbeach	Cylindrical	8"	50
2007	USA	Port of Newark, Berths 51-63 Repl.	Leg	1000	23
2007	USA	Port of Oakland	Leg	1450	13
2007	USA	Port Washington Dock Repair	Arch	250	31
2007	USA	Port Washington Dock Repair	Arch	250	9
2007	USA	Port Wilmington, DE Replacements II	Leg	800	4
2007	USA	Ports of Newark Berths 51-63 Replacement II	Leg	1000	4
2007	USA	Repair Bravo Docks 12-14 Phase 2	Leg	800	3
2007	USA	Rockland Ferry Terminal	D Fender	12"	47
2007	USA	Schuyler Maritime	D Fender	10"	1
2007	USA	Schuyler Maritime	D Fender	6"	16
2007	USA	Schuyler Rubber	D Fender	12"	2
2007	USA	Schuyler-Maritime Cylindricals	Cylindrical	6"	5
2007	USA	Sitka Ferry Terminal Improvements	Cylindrical	48"	18
2007	USA	Southern Workover	D Fender	6"	4
2007	USA	Sprague Energy Corp	Leg	600	1
2007	USA	SSA Nantucket Dolphins	Leg	1000	2
2007	USA	SSA Nantucket Dolphins	Leg	600	1
2007	USA	Superior Service	D Fender	12"	395-455
2007	USA	Talleyrand Marine Terminal Berth 3	Leg	1250	12
2007	USA	Tesoro III	Arch	200	6
2007	USA	Texas City Dock 16	Cell	1450	2
2007	USA	Tug Landing Jetty	D Fender	12	6
2007	USA	USN Camel Installation	Arch	400	40
2007	USA	USN Camel Installation	Cell	800	20
2007	USA	USN Piers 16-18 San Diego	Cylindrical	14"	60
2007	USA	Valdez	Cylindrical	48"	20
2007	USA	WA State Ferry Dolphin Repair	Cone	900	16
2007	USA	Webber Dolphin, Maine	Leg	750	6
2007	USA	Webber Dolphin, Maine	Leg	600	4
2007	USA	Woods Hole Bulkhead Repair	Cylindrical	300	12
2007	USA	Woods Hole Oceanographic	D Fender	8"	4
2007	USA	California Spirit	D Fender	4"	22'-9"
2006	Argentina	Puerto San Martin Argentina	Cylindrical	600	10
2006	Bermuda	St. Georges Ferry Dock Bermuda	Cone	500	2
2006	Brazil	Brazil	Cone	800	3
2006	Brazil	Copabo	Cone	700	14
2006	Brazil	Port San Francisco Do Sul Brazil	Leg	1000	20
2006	Brazil	Port Vitoria Brazil	Cone	1000	30
2006	Brazil	Puerto Navagantes Brazil	Cone	800	36
2006	Canada	ADM Canada	Leg	600	8
2006	Canada	ADM Canada	Leg	1000	4
2006	Canada	B&B Marine, Quebec	Arch	600	2
2006	Canada	Cooks Harbor Wharf	D Fender	10"	15
2006	Canada	Dartmouth Autoport Wharf Upgrades Ph 2	Arch	1000	2
2006	Canada	Gordon's Marine II	Arch	400	3
2006	Canada	Gordon's Marine III	Arch	400	1
2006	Canada	Gulfspan Dock Stern Fendering	Leg	1250	8
2006	Canada	Magdelan Islands	Arch	250	40
2006	Canada	Toronto CCA Ferry	Cylindrical	300	8

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2006	Chile	Port San Antonio, Chile	Leg	1000	2
2006	Chile	Port San Antonio, Chile	Leg	1250	6
2006	Ecuador	Port Guayaquil Ecuador	Arch	250	67
2006	Ecuador	Quito, Ecuador	D Fender	10"	4
2006	Ecuador	Quito, Ecuador	D Fender	8"	36
2006	France	Calais	Leg	750	34
2006	France	France	D Fender	125	110
2006	France	Port LeHavre	Leg	500	32
2006	France	Port LeHavre France	Cylindrical	800	20
2006	France	Port of LeHavre	Leg	750	20
2006	Guam	Corner fenders	D Fender	10"	4
2006	Guam	Guam	Arch	600	2
2006	Guam	Guam	Cylindrical	500	2
2006	Guatemala	Zeta Gas	Leg	1250	2
2006	Guatemala	Zeta Gas II	Leg	1250	2
2006	Iceland	USN Delong Pier	Foam Filled	1200	20
2006	Iraq	Replacement Arch Fenders	Arch	400	1
2006	Ireland	Dublin Port	Cylindrical	800	80
2006	Ireland	Rosslare Ireland	Leg	550	12
2006	Ireland	Rosslare Ireland	Leg	800	12
2006	Jamaica	Jamaica	Cone	700	9
2006	Jamaica	US Navy Jamaica Pedro Pier	D Fender	14"	14
2006	Mexico	Costa Maya Ph II	Foam Filled	1800	6
2006	Morocco	Agadir Maroc Jirindus France	Leg	1000	12
2006	Netherlands	Argos Terminals Rotterdam	Cone	700	38
2006	New Caladonia	Port Noumea, New Caladonia	Cylindrical	500	21
2006	New Zealand	New Zealand Refining	Cell	1600	1
2006	New Zealand	New Zealand Refining	Cell	2000	2
2006	Panama	ACP 57178	D Fender	14"	41
2006	Panama	ACP 57178	D Fender	12"	11
2006	Panama	ACP 57178	Cylindrical	300	8
2006	Panama	Berth 6 Panama	Cone	1100	1
2006	Philippines	Davao Fruits Philippines	Leg	1000	6
2006	Saudi Arabia	Aramco	Arch	300	9
2006	Singapore	Keppel FELS Singapore	Arch	600	10
2006	St. Vincent	ECGC Reconstruction of North Dolphin	Cone	800	1
2006	Taiwan	Chinese Petroleum Corp Ta-Lin-Pu Refining Plant Taiwan	Cell	2000	1
2006	Thailand	Port Laemchabang Port II	Leg	500	88
2006	Trinidad	Staubles Bay Phase II	Arch	600	51
2006	Trinidad	Staubles Bay Phase II	Arch	400	11
2006	Trinidad	Staubles Bay Phase II	Arch	300	3
2006	Trinidad	Staubles Bay Phase II	Cylindrical	400	24
2006	Trinidad	Staubles Bay Retrofit	Arch	300	3
2006	UAE	Dubai Drydocks	Cylindrical	2100	4
2006	UAE	Ruwais Industrial Area Services Harbor	Arch	400	197
2006	UAE	Ruwais Industrial Area Services Harbor	Cone	500	24
2006	United Kingdom	British Antarctic Survey UK	D Fender	300	19
2006	United Kingdom	Fender Care Cylindricals	Cylindrical	1300	4
2006	United Kingdom	Fender Care Spares	Leg	750	10
2006	United Kingdom	Fender Care Spares	Leg	800	10
2006	United Kingdom	Plymouth Ammunitions Jetty	D Fender	8"	2
2006	Uruguay	Montevideo Uruguay	Leg	1250	62
2006	USA	102' Tractor Tug	D Fender	12"	24
2006	USA	102' Tractor Tug	Cylindrical	250	8
2006	USA	50 ft Crew Boat	D Fender	4"	5
2006	USA	94' Drive tug PSI Hull 167	D Fender	12"	22

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2006	USA	94' Drive tug PSI Hull 167	Cylindrical	300	1
2006	USA	AC Marine	D Fender	8"	6
2006	USA	Alabama State Docks	Cell	500	3
2006	USA	Alabama State Docks - CG Railway	Leg	600	106
2006	USA	Alabama State Docks - CG Railway	Leg	400	8
2006	USA	Alabama State Docks, McDuffie Terminal Expansion	Arch	1000	2
2006	USA	Alabama State Docks, McDuffie Terminal Expansion	Leg	400	18
2006	USA	Alyeska Seafood	Leg	400	122
2006	USA	American Tugs	D Fender	12"	1
2006	USA	American Tugs	D Fender	10"	2
2006	USA	Andersen Island Ferry Landing Pontoon Replacement	Arch	200	2
2006	USA	Andersen Island Ferry Landing Pontoon Replacement	Arch	400	6
2006	USA	Andy's Seafood	D Fender	4"	10
2006	USA	Apex Dock Repair	Shear	14"	15
2006	USA	Aventura	Cylindrical	500	3
2006	USA	Axis Drilling	D Fender	6"	2
2006	USA	B&C Seafood	D Fender	6"	2
2006	USA	B&R Marine Pilot Boat	D Fender	4"	4
2006	USA	B. Hansen Inc.	D Fender	6"	2
2006	USA	Bancroft Contrating	D Fender	10"	1
2006	USA	Blasters Ready Jet	D Fender	6"	1
2006	USA	Bludworth Marine	D Fender	10"	6
2006	USA	Bludworth Marine	D Fender	12"	1
2006	USA	Bludworth Marine	D Fender	8"	1
2006	USA	Bludworth Marine	D Fender	12"	1
2006	USA	Bollinger/Bouchard	D Fender	8"	4
2006	USA	Bouchard Transporatation Rhea Bouchard	D Fender	14"	2
2006	USA	Cemex Wharf	Cone	1000	9
2006	USA	CGC Bristol Bay	D Fender	10"	2
2006	USA	CHS Grain	D Fender	12"	6
2006	USA	Cox Creek Unloading Pier	D Fender	6"	10
2006	USA	Crescent Towing	D Fender	12"	2
2006	USA	Detyens Shipyard	D Fender	12"	8
2006	USA	Distrigas	Cone	800	4
2006	USA	Divers Academy, NJ	D Fender	4"	2
2006	USA	Dolphin Towing	D Fender	14"	1
2006	USA	Don's Prop Shop	D Fender	4"	2
2006	USA	Durwood Dunn	D Fender	12"	1
2006	USA	Flour Inc.	Arch	300	6
2006	USA	G&H Towing	D Fender	14"	6
2006	USA	Georgia Pacific Dock Rehab	Arch	600	38
2006	USA	Gulf Marine Repair	D Fender	8"	16
2006	USA	Haig Point Ferry	D Fender	6"	9
2006	USA	Harrison Water Intake Plant	Cylindrical	300	26
2006	USA	Helmerich & Payne	D Fender	10"	26
2006	USA	Helmerich & Payne	D Fender	10"	60
2006	USA	Hess Jacksonville	Cell	800	3
2006	USA	Hood Canal Bridge, WA	D Fender	12"	40
2006	USA	Hornbeck Offshore	D Fender	12"	13
2006	USA	Hornbeck Offshore	D Fender	12"	1
2006	USA	Hornbeck Offshore	D Fender	14"	1
2006	USA	Hornbeck Offshore	D Fender	14"	3
2006	USA	Hornbeck Offshore	D Fender	12"	2
2006	USA	Hornbeck Offshore	D Fender	12"	2
2006	USA	Hornbeck Offshore	D Fender	12"	12
2006	USA	Hornbeck Offshore	D Fender	12"	16

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2006	USA	Hornbeck Offshore	D Fender	12"	12
2006	USA	IMTT Port Sulphur	Shear	18	30
2006	USA	IMTT Port Sulphur	Cell	1250	8
2006	USA	IMTT Port Sulphur	Cell	1250	1
2006	USA	Industrial & Marine	D Fender	12"	12
2006	USA	Industrial & Marine	D Fender	12"	4
2006	USA	International Ship Repair	D Fender	8"	1
2006	USA	Island Boats	D Fender	4"	2
2006	USA	Johnston's of Chalmette	D Fender	6"	3
2006	USA	Jore International	D Fender	12"	4
2006	USA	Kansas City Southern	Cell	1150	2
2006	USA	Kidco Dock, AK	Cylindrical	900	2
2006	USA	Kiewit Offshore Services, Ltd	D Fender	12"	6
2006	USA	Kinder Morgan Phase I	Leg	1250	4
2006	USA	Kinder Morgan Phase I	Pneumatic	1200	2
2006	USA	Kinder Morgan Phase I	Pneumatic	700	2
2006	USA	Kinder Morgan Tampaplex	Foam Filled	1800	5
2006	USA	Kinder Morgan Tampaplex	Foam Filled	300	5
2006	USA	Kinder Morgan, Charleston	Leg	800	6
2006	USA	La Reunion Island	Cone	1300	38
2006	USA	Leevac Industries	D Fender	12"	3
2006	USA	Liberty Terminals	Cone	700	31
2006	USA	Lincoln Harbor Yacht Club	D Fender	10"	10
2006	USA	Lopez Island Dolphin Replacement	Cell	800	12
2006	USA	M/V Southern Coast	D Fender	12"	1
2006	USA	Miami Power (Cinergy)	Cylindrical	600	24
2006	USA	Montvale, NJ	D Fender	14"	1
2006	USA	Morgan Reinauer	D Fender	12"	2
2006	USA	Motiva Convent	Foam Filled	1200	1
2006	USA	National Gypsum	Leg	1000	6
2006	USA	National Harbor North Marina Piers	Arch	300	68
2006	USA	Newton Creek Corner Panel	Leg	600	2
2006	USA	Newton Creek Whale Creek	Arch	300	224
2006	USA	North Bank	D Fender	12"	1
2006	USA	Northwest Berth Expansion, Fall River State Pier, MA	Arch	600	2
2006	USA	Northwest Berth Expansion, Fall River State Pier, MA	Cylindrical	400	1
2006	USA	Oiltanking	Cone	1150	2
2006	USA	Palm Beach Aggregate	D Fender	4"	12
2006	USA	Pensacola Marina	D Fender	6"	10
2006	USA	Pier T Berth T121 BP Cold Iron	Cone	1600	1
2006	USA	Port Anacortes	Cylindrical	900	1
2006	USA	Port Arthur	D Fender	12"	64
2006	USA	Port of Houston Bulk Plant	Leg	600	8
2006	USA	Port of Houston, Bayport Terminal PH 1A Extension	Leg	1250	32
2006	USA	Port of Oakland Berths 35-37	Cone	1000	8
2006	USA	River Construction	Shear	14"	12
2006	USA	Schuyler Rubber Inventory	D Fender	12"	4
2006	USA	Schuyler Rubber Inventory	D Fender	10"	10
2006	USA	Schuyler Rubber Inventory	D Fender	12"	10
2006	USA	Senesco ATB Tug	D Fender	12"	41
2006	USA	Shell Mobile	Leg	800	1
2006	USA	Texas Petrochemicals	Cell	1450	2
2006	USA	Todds Pacific Shipyard Pier 5	Leg	400	30
2006	USA	University of NH	D Fender	12"	8
2006	USA	USCG Monterey, CA	D Fender	6"	5
2006	USA	Verezzano Narrows Bridge	D Fender	16"	6

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2006	USA	VT Halter / Crowley ATB's	D Fender	10"	56
2006	USA	Whittier Ferry Terminal Modifications	Cylindrical	850	3
2006	Venezuela	Candy's Enterprises, Inc.	Arch	300	31
2006	Venezuela	Venezuelan Navy	Arch	300	42
2006	Venezuela	Venezuelan Navy	Cylindrical	300	8
2005	Bahamas	Esso Clifton Replacement	Cell	1150	1
2005	Canada	Concavage Marine	D Fender	8"	10
2005	Canada	Fraser Surrey Docks	Arch	400	6
2005	Canada	Gordon's Marine	Arch	400	1
2005	Canada	Port Montreal Quay #103 Replacement	Arch	800	2
2005	Canada	Port of Montreal	Cell	1250	1
2005	Canada	Port of Montreal	Cell	1250	2
2005	Canada	SSR Canada	D Fender	12"	2
2005	Cote d'Ivoire	Abidjan Port Authority	Foam Filled	1500	2
2005	Cuba	USN Cuba	D Fender	6"	488
2005	Cuba	USN Cuba	D Fender	10"	215
2005	Cuba	USN Cuba	D Fender	12"	70
2005	Dominican Rep	LaRomana Dominican	Leg	600	30
2005	France	Port Brest France	Arch	300	2
2005	Ireland	Tarbert Pier	Arch	300	12
2005	Malta	Malta Floating Fenders	Foam Filled	1500	7
2005	Malta	M'xlokk Dolphins, Malta	Cell	2000	5
2005	Mozambique	Mozal Berth Upgrade, Mozambique	Cell	2000	4
2005	Nicaragua	Nicaragua	Leg	600	36
2005	Panama	ACP 45170	D Fender	12"	75
2005	Panama	ACP 47410	D Fender	12"	33
2005	Panama	ACP 48321	D Fender	14"	32
2005	Panama	ACP 49370	D Fender	12"	10
2005	Panama	Port Balboa, Berth 15	Cone	800	38
2005	Philippines	Lazi Bay Resources Philippines	Cell	2000	3
2005	Puerto Rico	Caribbean Refining	Cell	1450	1
2005	Puerto Rico	Commercial Divers - Puerto Rico	Cylindrical	200	4
2005	Puerto Rico	Puerto Rico	Cell	1450	1
2005	Saudi Arabia	Port Dammam	Arch	250	192
2005	Singapore	Otway Gas Plant Project	Leg	1250	12
2005	Trinidad	ALNG Trinidad	Cell	2250	5
2005	Trinidad	ALNG Trinidad	D Fender	10"	30
2005	Trinidad	Ministry of National Security Jetty at Staubles Bay	Arch	600	69
2005	United Kingdom	Hawich International Berth 4	Arch	400	4
2005	United Kingdom	Mersey Docks	Cone	1000	2
2005	USA	Associated Terminals of St. Bernard	D Fender	6"	4
2005	USA	Baltimore, MD	D Fender	10"	4
2005	USA	Blastech	D Fender	4"	3
2005	USA	Bomac Cell	Cell	800	1
2005	USA	Brownwater Marine	D Fender	6"	1
2005	USA	Buterick Bulkhead	D Fender	4"	3
2005	USA	Buzzi Unicem USA	Cell	630	15
2005	USA	Cabot Canal	D Fender	14"	2
2005	USA	Carolina Marine Terminals	Leg	1000	8
2005	USA	CMS - AK	D Fender	10"	1
2005	USA	Conoco Riverhead Refinery, NY	Cell	1250	2
2005	USA	Conoco Riverhead Refinery, NY	Cell	1250	2
2005	USA	Conoco Riverhead Refinery, NY	Cell	1250	1
2005	USA	Cove Eagle	D Fender	8"	3
2005	USA	DG21	D Fender	10"	11
2005	USA	Distrigas	Cone	800	8

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2005	USA	Diversified Shipyard	D Fender	8"	6
2005	USA	Durwood Dunn	Shear	350	14
2005	USA	Escanaba Ore Dock	Cone	700	22
2005	USA	Foss Maritime	D Fender	12"	2
2005	USA	Gaitan International	Arch	400	3
2005	USA	Gaitan International	Arch	600	3
2005	USA	General Ship Repair	D Fender	4"	2
2005	USA	Greensboro, NC	D Fender	4"	2
2005	USA	Guardian	D Fender	12"	8
2005	USA	Helmerich & Payne	D Fender	10"	64
2005	USA	HNP Drilling	D Fender	10"	16
2005	USA	Hornbeck Offshore	D Fender	8"	4
2005	USA	Hornbeck Offshore	D Fender	8"	2
2005	USA	Hornbeck Offshore	D Fender	8"	2
2005	USA	IL State Tollway 2	D Fender	10"	100
2005	USA	IMTT Port Sulphur	Cell	1250	3
2005	USA	International Ship Repair	D Fender	12"	12
2005	USA	International Ship Repair	D Fender	10"	9
2005	USA	Irving Oil	Leg	1000	4
2005	USA	Irwin Industries	D Fender	6"	1
2005	USA	Island Boats	Foam Filled	400	12
2005	USA	Island Boats	D Fender	4"	3
2005	USA	J Beorge Betz	D Fender	14"	3
2005	USA	Jamestown Metal Marine Sales	D Fender	8"	12
2005	USA	Kinder Morgan, Houston	Cone	500	1
2005	USA	Magellan Refinery	Cell	1450	1
2005	USA	Marine Engineering Systems	Leg	600	1
2005	USA	Maritrans Barge Co	D Fender	12"	1
2005	USA	Mayport Repair	Leg	600	6
2005	USA	Mayport Repair	Cell	800	1
2005	USA	MJ Rudolph / Kinder Morgan	D Fender	10"	2
2005	USA	MV Paul T Moran	D Fender	12"	14
2005	USA	New Hampshire Public Service	Foam Filled	2400	3
2005	USA	North Florida Shipyard	D Fender	4"	1
2005	USA	NYCHA Newton Creek Central Bulkhead Rehab	Leg	600	74
2005	USA	Pier 39B Hawaii	Leg	400	76
2005	USA	Port of Houston	Cell	1450	5
2005	USA	Port of Houston, Bayport Terminal PH 1A	Leg	1250	198
2005	USA	Port of Lake Charles Bulkhead Terminal #4	Leg	800	32
2005	USA	Premier Tugs	D Fender	14"	2
2005	USA	Providence, Rhode Island	Cone	1200	2
2005	USA	Reinauer Transportation	D Fender	12"	1
2005	USA	Reinauer Transportation	D Fender	10"	13
2005	USA	Rhea I Bouchard	D Fender	10"	3
2005	USA	Ruskin FL	D Fender	8"	4
2005	USA	San Raphael Bridge	Cylindrical	1550	1
2005	USA	Savannah Steel Terminal	Cell	500	15
2005	USA	Schuyler	D Fender	12"	3
2005	USA	Schuyler Rubber	D Fender	10"	10
2005	USA	Schuyler Rubber	D Fender	12"	10
2005	USA	Schuyler Rubber	D Fender	10"	5
2005	USA	SeaCraft Shipyard	D Fender	4"	2
2005	USA	SeaCraft Shipyard	D Fender	4"	1
2005	USA	Shell Deer Park	Cell	2000	5
2005	USA	Southern Workover	D Fender	6"	6
2005	USA	Sterling Chemicals	Cell	1250	2

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2005	USA	Sterling Chemicals	Cylindrical	700	3
2005	USA	Sterling Chemicals	Leg	750	2
2005	USA	Sundial Marine	D Fender	10"	18
2005	USA	Tampa Towing	D Fender	6"	32
2005	USA	Tampa, FL	D Fender	10"	27
2005	USA	Technomarine	D Fender	6"	9
2005	USA	Tesoro II	Arch	200	6
2005	USA	Todd's Shipyard	Leg	400	10
2005	USA	Valero 2B Dock	D Fender	10"	9
2005	USA	Valero St. Charles	Leg	800	2
2005	USA	Vopak Terminal Deer Park, Barge Dock 3	Leg	300	4
2005	USA	Waterman Supply	D Fender	10"	1
2005	Venezuela	Marobras Venezuela	Cone	1300	5
2004	Argentina	Bahia Blanca, Argentina	Cone	1000	18
2004	Brazil	Port Santos, Brazil	Leg	1000	12
2004	British Virgin Islands	British Virgin Islands	Leg	600	80
2004	Canada	Repentigny, Canada	D Fender	8"	5
2004	Canada	Voisey's Bay	Cylindrical	1500	18
2004	Lebenon	Lebanon	Cylindrical	1200	2
2004	Lebenon	Lebanon	Cylindrical	1750	3
2004	Nigeria	Port Harcourt, Nigeria	Leg	1250	12
2004	Sourth Africa	Seychelles Islands	Arch	600	35
2004	St. Vincent	ECGC Panels	Leg	1000	4
2004	St. Vincent	Schooner Berth 1	Arch	250	10
2004	Suriname	Integramar Suriname	Leg	1000	26
2004	Trinidad	Berth 7 Replacements	Cone	800	1
2004	United Kingdom	East Millbay Docks, Plymouth Uk	Cell	2250	4
2004	United Kingdom	East Millbay Docks, Plymouth Uk	Leg	1250	32
2004	United Kingdom	East Millbay Docks, Plymouth Uk	Cylindrical	1200	4
2004	United Kingdom	Mersey Docks II	Leg	1000	2
2004	United Kingdom	Plymouth Navy, UK	Leg	500	20
2004	USA	Aimcor Dock 45 Repair	Leg	1250	2
2004	USA	Atofina Dock	Shear	14"	13
2004	USA	Atofina Dock	Shear	14"	2
2004	USA	BOMAC	Leg	1000	2
2004	USA	Bouchard Transporatation	D Fender	14"	2
2004	USA	Bourough of Haines, AK	Cylindrical	1100	1
2004	USA	Chevron Perth Amboy	Cone	900	2
2004	USA	CHS Grain	Arch	500	3
2004	USA	Concavage Marine Const., NY	D Fender	14"	8
2004	USA	Cordova Ferry Terminal, AK	Cylindrical	900	23
2004	USA	Cordova Ferry Terminal, AK	Cylindrical	1200	18
2004	USA	Cordova Ferry Terminal, AK	Cylindrical	600	16
2004	USA	Distrigas	Arch	500	2
2004	USA	Dominion Power	Arch	400	22
2004	USA	Ft. Lauderdale	D Fender	6"	26
2004	USA	Galveston Ferry Terminal	Leg	1250	33
2004	USA	Galveston Ferry Terminal	Arch	500	28
2004	USA	Galveston-Bolivar Ferry Terminal Improvements	Leg	800	12
2004	USA	Georgia Gulf	Cell	1250	4
2004	USA	Hornblower	D Fender	10"	12
2004	USA	Kelly's Island Ferryboat Service	D Fender	12"	10
2004	USA	Kinder Morgan Dakota Bulk Terminal	Foam Filled	2300	3
2004	USA	Kinder Morgan, Houston	Cone	800	4
2004	USA	Kodiak	Cylindrical	1200	4
2004	USA	Motiva, Tampa	Cell	1150	2

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YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2004	USA	Packer Pier, New Bedford, MA	Arch	500	2
2004	USA	Pearl Harbor I	Foam Filled	1800	10
2004	USA	Penn Terminals	Cylindrical	450	7
2004	USA	Pier 39E, Honolulu, Hawaii	Leg	400	72
2004	USA	Premcor PH III	Leg	1000	110
2004	USA	Reinauer Transportation	D Fender	12"	10
2004	USA	San Raphael Bridge	Cylindrical	1400	8
2004	USA	Sault St. Marie Ferry	Arch	300	11
2004	USA	Steiner Shipyard	Cylindrical	450	1
2004	USA	Tampa Bay Shipbuilding	D Fender	12"	5
2004	USA	Tampa Shipbuilding	D Fender	10"	10
2004	USA	The Chevori Corp	Cylindrical	380	3
2004	USA	Todd's Shipyard	Leg	400	122
2004	USA	USN Portland, OR	D Fender	10"	300
2004	USA	USN Troutdale	D Fender	10"	54
2004	USA	Washburn & Doughty	D Fender	12"	5
2004	USA	Whittier Ferry Terminal, AK	Cylindrical	1200	54
2004	USA	Valero, Louisiana	Cell	1000	2
2004	Venezuela	Arrow Terminals	D Fender	12"	75
2004	Yemen	Yemen	Cylindrical	1200	20
2003	Belgium	Port of Antwerp	D Fender	500	22
2003	Canada	Sea Bus Dock, Vancouver	Leg	300	12
2003	Lebenon	Middle East Cement	Cylindrical	800	5
2003	Netherlands	Port of Rotterdam	Cylindrical	1100	42
2003	Panama	Port Balboa Dock 14, Panama	Cone	800	36
2003	Sourth Africa	Port Coerga	Leg	1250	62
2003	Trinidad	Berth 7 - Spain	Cone	800	35
2003	Trinidad	Labrea Industrial Development, Trinidad	Cell	1250	6
2003	US Virgin Islands	St. Thomas	Arch	600	50
2003	USA	Aimcor, Dock 45	Leg	1250	18
2003	USA	Aquarius Marine	Cylindrical	300	1
2003	USA	Atofina Port Arthur	Cell	1250	2
2003	USA	Barrouallie Fishing Jetty	D Fender	8"	6
2003	USA	Bludworth Marine	D Fender	8"	20
2003	USA	Citgo NJ	Cell	1450	2
2003	USA	City of Ketchikan, Berth II	Cylindrical	1200	2
2003	USA	City of Tacoma	Arch	400	8
2003	USA	Conoco - Phillips, Freeport	Cell	1250	2
2003	USA	Galveston Terminals	D Fender	12"	4
2003	USA	Hess Jacksonville	Cell	800	2
2003	USA	Huntsman	Cell	1150	2
2003	USA	IMTT, New Orleans	Cell	1250	10
2003	USA	Jamestown Ferry	Arch	400	51
2003	USA	Jamestown Ferry	Cell	1000	8
2003	USA	NW Maritime Center	Cylindrical	500	5
2003	USA	Petro United Terminals	Cell	1250	4
2003	USA	POLB	Cylindrical	200	50
2003	USA	Port Canaveral Cell Fenders	Cell	800	2
2003	USA	Ross's Landing Chattanooga, TN	Leg	750	88
2003	USA	Ross's Landing Chattanooga, TN	D Fender	10"	64
2003	USA	Rt. 35 Victory Bridge, NJ	Leg	1250	32
2003	USA	Spirit of Norfolk	Leg	400	8
2003	USA	Unocal, Beaumont Panels	Cell	1450	4
2003	USA	US Oil	Cell	630	4
2003	USA	USN Hueneme II	Cylindrical	700	8
2003	USA	Valdez Ferry Terminal	Cylindrical	1200	51

MARITIME
International Inc

Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2003	USA	Washburn & Doughty	D Fender	12"	5
2003	USA	Wilkesbarre Pier, RI	Cell	1150	2
2003	USA	Motiva Replacement	Cell	1250	1
2003	USA	PPG	Cell	800	1
2003	USA	Premcor PH II	Leg	1000	94
2003	USA	Shaw Island Ferry	Leg	1000	16
2003	Yemen	Yemen	Cylindrical	1200	25
2002	Antigua	St. John Antigua	Leg	1250	76
2002	Cayman Islands	Cayman Brac Pier Replacement	Arch	500	10
2002	Dominican Rep	Puerto LaRomana, DR	Leg	600	36
2002	Mexico	Port of Costa Maya	Arch	1000	10
2002	Panama	Panama Canal, 140835	D Fender	14"	82
2002	St. Vincent	St. Vincent, W. Indies	Arch	500	19
2002	US Virgin Islands	St. Croix, Gallows Bay Terminal	Leg	400	266
2002	USA	Amereda Hess, Wilmington, NC	Cell	500	2
2002	USA	Amereda Hess, Wilmington, NC	Foam Filled	1500	2
2002	USA	Amports, Benecia CA	Leg	550	156
2002	USA	Atofina Dock #1	Cell	2000	2
2002	USA	Atofina Dock #1	Cell	1450	2
2002	USA	Bainbridge Ferry Terminal, WA	Leg	1250	19
2002	USA	Bainbridge Ferry Terminal, WA	Leg	800	10
2002	USA	Bass Harbor-Swan's Island, ME	Leg	300	10
2002	USA	Bass Harbor-Swan's Island, ME	Leg	400	4
2002	USA	Bass Harbor-Swan's Island, ME	Leg	500	12
2002	USA	Berths 250-252, Port Tampa	Cell	1150	31
2002	USA	Berths 250-252, Port Tampa	Arch	1000	42
2002	USA	Bremerton	Leg	1000	4
2002	USA	Corpus Christi	Arch	500	47
2002	USA	Distrigas	Arch	500	2
2002	USA	Fauntleroy/Southworth Ferry Terminal, WA	Leg	800	6
2002	USA	Fauntleroy/Southworth Ferry Terminal, WA	Leg	1250	16
2002	USA	Fauntleroy/Southworth Ferry Terminal, WA	Leg	1000	12
2002	USA	Galveston Terminals II	Cell	2000	2
2002	USA	Houston Fuel Oil II	Cell	2250	1
2002	USA	Houston Wharf 15	Arch	300	4
2002	USA	Howland Hook Marine Terminal, NY	Cone	1000	27
2002	USA	Howland Hook Marine Terminal, NY	Leg	1000	2
2002	USA	Howland Hook Marine Terminal, NY	Arch	600	2
2002	Usa	Howland Hook Marine Terminal, NY	Cylindrical	380	17
2002	USA	Mack Point Cargo Pier, ME	Leg	1600	6
2002	USA	Metlakatla, AK	Cell	630	2
2002	USA	National City Marine Terminal, SD	Cell	1000	35
2002	USA	National City Marine Terminal, SD	Cell	800	20
2002	USA	Orion 5F1240	Leg	600	4
2002	USA	Pier 17 Replacement, Port Seattle	Cylindrical	450	48
2002	USA	Pier 4, USN, NJ	Arch	1000	4
2002	USA	Port Canaveral, FL	Cell	800	2
2002	USA	Port Canaveral, FL	Arch	300	1
2002	USA	Port Huename, USN	Cylindrical	700	460
2002	USA	Port New Orleans	Leg	300	2
2002	USA	Port of Georgia	Leg	800	2
2002	USA	Port of Houston	Arch	300	8
2002	USA	Port of Houston	Arch	150	5
2002	USA	Port of Jamaica North Terminal	Cylindrical	380	15
2002	USA	PPG Lake Charles	Cell	800	12
2002	USA	Pt. Pleasant, WV	Leg	500	48

MARITIME
International Inc

Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2002	USA	Pt. Pleasant, WV	D Fender	10"	67
2002	USA	Schnitzer Steel, OR	Leg	400	49
2002	USA	Senesco	D Fender		
2002	USA	Senesco, RI	D Fender		
2002	USA	Shell Geismar II	Cell	1450	2
2002	USA	Skagway, AK	Cylindrical	1200	6
2002	USA	Spraque Energy, MA	Leg	1250	4
2002	USA	Spraque Energy, MA	Arch	300	3
2002	USA	Taylor Bros	Foam Filled	1200	4
2002	USA	Tesoro Alaska	Leg	1000	5
2002	USA	Tesoro Buoy	Arch	200	6
2002	USA	TGS, TX	Cell	1250	16
2002	USA	TGS, TX	Cell	500	4
2002	USA	Chevron Belle Chasse	Cell	1250	1
2002	USA	Mack Point Cargo Pier, ME	Leg	1250	17
2002	USA	Sacramento	Cylindrical	700	28
2001	Bahamas	Bahama Oil	Cell	1600	2
2001	Bermuda	Bermuda Ferry Terminal	Cone	600	2
2001	Bermuda	Bermuda Ferry Terminal	Foam Filled	800	2
2001	Canada	Port of Vancouver, Terminal 2	Arch	600	112
2001	Puerto Rico	Puerto Rico	D Fender		
2001	USA	Alabama State Docks	Leg	1000	4
2001	USA	Auto beth, Port of Wilmington, DE	Leg	800	188
2001	USA	Auto beth, Port of Wilmington, DE	Arch	300	8
2001	USA	Canaveral Port Authority, Cove Bulkhead	Foam Filled	2400	1
2001	USA	Clinton Ferry Terminal, Washington	Leg	1250	8
2001	USA	Clinton Ferry Terminal, Washington	Leg	800	12
2001	USA	Clinton Ferry Terminal, Washington	Leg	1000	12
2001	USA	Coldbay	Cylindrical	700	1
2001	USA	Covington Machine & Welding	D Fender		
2001	USA	Fulton & Assoc., Houston	Cell	1150	1
2001	USA	Galveston Terminals	Cell	2000	1
2001	USA	Homer Ocean Dock, AK	Leg	800	33
2001	USA	Homer Ocean Dock, AK	Leg	1250	2
2001	USA	Kawaihae Overseas Terminal	Cylindrical	500	29
2001	USA	Kinder Morgan	Cell	500	6
2001	USA	Mass Maritime	Foam Filled	1500	3
2001	USA	Mass Maritime	Arch	500	12
2001	USA	Mayport Facility, FL	Leg	600	244
2001	USA	NOAA, Mississippi Dock Extension	Foam Filled	1500	2
2001	USA	North Shore park, Pittsburgh, PA	Leg	500	54
2001	USA	Oiltanking	Cell	1600	4
2001	USA	Oiltanking	Cell	1000	4
2001	USA	Pier 1 Hilo, HI	Cylindrical	500	44
2001	USA	Port of Anacortes, Pier 2	Cylindrical	900	36
2001	USA	Port of Galveston	Arch	300	11
2001	USA	Port of Georgia, Berth 12	Cell	1150	1
2001	USA	Port of Longview	Foam Filled	900	7
2001	USA	Port of Newark, Berths 51-63	Leg	1000	130
2001	USA	Richmond-San Rafael Bridge	Cylindrical	1600	40
2001	USA	Unalaska Marine Center, USCG Dock Alaska	Cylindrical	1200	18
2001	USA	Unalaska Marine Center, USCG Dock Alaska	Cylindrical	500	9
2001	USA	Cherry Point Marine Air Station	Foam Filled	1800	2
2000	Canada	Port of Montreal, Contracouer Terminal	Cylindrical	600	6
2000	Canada	Port of Montreal, Contracouer Terminal	Cell	1250	9
2000	Jamaica	Port of Jamaica Replacements	Leg	400	28

MARITIME
International Inc

Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
2000	Jamaica	Port of Jamica Cylindricals	Cylindrical	380	38
2000	USA	Aimcor	Cell	1000	3
2000	USA	Al. St. Docks Rail Ferry Facility	Leg	1000	22
2000	USA	Alaska RR Phase II	Cylindrical	1200	14
2000	USA	Barbara's Harbor, HI	Arch	200	3
2000	USA	Bath Iron Works Shipbldg Facility - Marine	D Fender	12"	28
2000	USA	Coflexip Stena, Mobile, AL	Foam Filled	1800	6
2000	USA	Enron, Houston	Cell	1150	5
2000	USA	Houston Fuel Oil Terminal	Cell	2000	2
2000	USA	IMTT (Replacement)	Cone	1200	1
2000	USA	Kawaihae Harbor, HI	Foam Filled	900	4
2000	USA	Koch (Corpus Christi)	Cell	1000	2
2000	USA	Mid Gulf Lord Fenders	Leg	800	19
2000	USA	Ohio River, IL	Arch	800	20
2000	USA	Ohio River, IL	Arch	1000	4
2000	USA	Ohio River, IL	Leg	1000	16
2000	USA	Ormet Aluminum	Cylindrical	300	12
2000	USA	Pier 7, Barbers Harbor	Cylindrical	500	101
2000	USA	Pier P-5 HI	Cylindrical	500	20
2000	USA	Pier-1C Extension, HI	Cylindrical	500	30
2000	USA	Pier-1C Extension, HI	Cylindrical	380	30
2000	USA	Piers 1 & 2, Honolulu Harbor	Cylindrical	500	50
2000	USA	Piers 1 & 2, Honolulu Harbor	Cylindrical	380	8
2000	USA	Port Brownsville, TX	Arch	600	44
2000	USA	Port of Everglades (Pier 330)	Cell	800	5
2000	USA	Port of Galveston Cruise Ship Terminals	Cell	1450	6
2000	USA	Port of Georgia, Colonel's Island Berth 3	Leg	750	2
2000	USA	Port of Georgia, Colonel's Island Berth 3	Cell	1150	10
2000	USA	Port of Georgia, Colonel's Island Berth 3	Arch	400	14
2000	USA	Port of Houston Wharf 28 Repair	Cylindrical	450	7
2000	USA	Port of St. Helens, OR	Cell	1000	6
2000	USA	Port of Wilmington, NC Liquid Bulk Pier	Foam Filled	1200	3
2000	USA	Port of Wilmington, NC Liquid Bulk Pier	Foam Filled	1800	1
2000	USA	Unalaska, AK	Cylindrical	900	8
2000	USA	Unalaska, AK	Cylindrical	1200	4
2000	USA	USS Wisconsin Berth, Nofolk, VA	Foam Filled	3400	1
2000	USA	USS Wisconsin Berth, Nofolk, VA	Foam Filled	2400	3
2000	USA	Vinal Haven, ME	Leg	750	18
2000	USA	Vinal Haven, ME	Leg	400	7
2000	USA	Vinal Haven, ME	Leg	500	6
2000	USA	Vinal Haven, ME	Arch	400	1
2000	USA	Wharf A, Napoleon Ave Pier	Leg	300	262
2000	USA	Barbara's Harbor, HI	Cylindrical	500	40
2000	USA	Port of Long Beach	Cylindrical	200	100
2000	Venezuela	Venterminales, Venezuela	Cylindrical	1800	1
1999	Jamaica	Port of Jamaica	Cylindrical	380	2
1999	Jamaica	Port of Jamica Cylindricals	Cylindrical	380	38
1999	US Virgin Islands	St. Tomas Virgin Islands	Arch	300	15
1999	USA	Agrifos Fertilizer	Cell	1250	2
1999	USA	Alaska Railroad Fenders	Cylindrical	1200	18
1999	USA	Alaska Railroad Fenders	Foam Filled	900	7
1999	USA	Arco Panel	Cell	2000	1
1999	USA	Baltimore, Pier 1&2	Foam Filled	900	38
1999	USA	BASF (LA)	Cell	1600	4
1999	USA	Bethel Port Alaska	Cylindrical	500	183
1999	USA	Conoco West Lake, LA	Cell	1250	4

MARITIME
International Inc

Project Reference List (Fenders)

YEAR	COUNTRY	PROJECT NAME	FENDER TYPE	SIZE	QTY
1999	USA	Diashowa America Dock - Seattle	Cylindrical	600	2
1999	USA	IMTT New Jersey	Cone	1200	4
1999	USA	Pier 82, Philadelphia, PA	D Fender	14"	8
1999	USA	Port of Beaumont	Cell	1150	12
1999	USA	Shell Dock/Lanier	Cell	1250	2
1999	USA	Skagway Ore Dock	Cylindrical	1200	9
1999	USA	Ketchikan Ferry Terminal	Cylindrical	450	6
1998	British Virgin Islands	Cylindrical Fenders for BVI Cruise Ship Dock	Cylindrical	2000	6
1998	Canada	Port of Montreal	Cell	1250	14
1998	Jamaica	Port of Jamaica	Cylindrical	380	17
1998	USA	New Bedford, MA	Leg	500	12
1998	USA	New Bedford, MA	Leg	1000	8
1998	USA	Port of Long Beach small cylindrical fenders	Cylindrical	200	122
1998	USA	Petro United Terminals	Cell	800	2
1997	USA	Port of Cleveland	Cylindrical	250	18

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Motorola Solutions Inc for surveillance cameras and accessories for City-wide camera system upgrade.

Amount of Contract:
$141,373.07

Funding Source
General fund

ATTACHMENTS:
1. 20260401 Motorola Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 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 Motorola Solutions Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Motorola Solutions Inc for surveillance cameras and accessories for City-wide camera system upgrade.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $141,373.07

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 at price less than 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
8196	2026	(1530) POLICE ADMIN SERVICES	SURVEILLANCE CAMERAS AND ACCESSORIES FOR CITY-WIDE CAMERA SYSTEM UPGRADE (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	$141,373.07	(293963) MOTOROLA SOLUTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor
MOTOROLA SOLUTIONS INC
1303 E ALGONQUIN RD

SCHAUMBURG, IL 60196

Tel#281-955-2688
Fax 281-955-7801

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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	PER SOURCEWELL CONTRACT #0420201-MOT. (45% OFF OF LIST)			
001	AVIGILON 5MP, 30 DAY, ALTA, 3 HEAD H5A MULTI SENSOR CAMERA UP TO 10 YEAR WARRANTY WITH AN ACTIVE ALTA VIDEO LICENSE PART #15C-H5A-3MH-30. Vendor Item	8.00 EACH	1412.81000	11302.48
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			11302.48
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	AVIGILON OUTDOOR PENDANT MOUNT ADAPTER. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-AD-PEND1 Vendor Item	8.00 EACH	115.97000	927.76
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			927.76

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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			
003	DOME BUBBLE AND COVER, FOR OUTDOOR PENDANT MOUNT, CLEAR. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-DO-COVR1 Vendor Item	8.00 EACH	115.97000	927.76
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			927.76
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
MOTOROLA SOLUTIONS INC
1303 E ALGONQUIN RD

SCHAUMBURG, IL 60196

Tel#281-955-2688
Fax 281-955-7801

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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
004	AVIGILON WALL MOUNT FOR LARGE PENDANT CAMERA H5A MULTISENSOR PART# WLMT-1001 Vendor Item	8.00 EACH	70.61000	564.88
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			564.88
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005	AVIGILON IR ILLUMINATOR RING FOR H4 & H5 MULTISENSOR CAMERA, PART #H4AMH-AD-IRIL1 Vendor Item	8.00 EACH	226.62000	1812.96
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1812.96

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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			
006	AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT, PART #POE60U-1BTE Vendor Item	8.00 EACH	103.01000	824.08
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			824.08
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	AVIGILON CORNER MOUNT FOR LARGE	8.00	84.39000	675.12

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	PENDT WLMT-1001, PART #CRNMT-1001 Vendor Item	EACH		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			675.12
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	AVIGILON AVA CLOUD-NATIVE CAMERA - DOME WHITE. 5MP RESOLUTION. 30 DAYS RETENTION. UP TO 10 YEAR WARRANTY WITH AN ACTIVE AWARE LICENSE, PART #DOME-W-5MP-30 Vendor Item	41.00 EACH	755.99000	30995.59
1	1000.30.15.1500.1500.1500.0000.0000.47010.			30995.59

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				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			
009	AVIGILON PENDANT CAP MOUNT FOR DOME CAMERA - WHITE, PART #ACC-PEN-CAP-W. Vendor Item	41.00 EACH	24.39000	999.99
1	1000.30.15.1500.1500.1500.0000.0000.47010.			999.99
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
010	AVIGILON WALL MOUNT ARM FOR DOME	41.00	36.58000	1499.78

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	CAMERA -WHITE, PART #ACC-MNT-ARM-W Vendor Item	EACH		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			1499.78
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
011	AVIGILON ALTA CLOUD CAMERA - COMPACT DOME WHTIE. 5MP RESOLUTION. 30 DAYS RENTENTION. AI-POWERED, IR AND MICROPHONE, INDOOR ONLY. PART #COMPACTDOME-W-5MP-30 Vendor Item	39.00 EACH	383.52000	14957.28
1	1000.30.15.1500.1500.1500.0000.0000.47010.			14957.28

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				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			
012	AVIGILON DROP CEILING MOUNT FOR AVA COMPACT DOME CAMERA, PART #ACC-DRO-CEI Vendor Item	39.00 EACH	7.21000	281.19
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			281.19
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
013	AVIGILON AVA CLOUD-NATIVE CAMERA -	2.00	814.18000	1628.36

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	360 WHITE. 12MP RESOLUTION. 30 DAYS RETENTION. AI-POWERED, IR AND ADVANCED MICROPHONE ARRAY, INDOOR/OUTDOOR, PART #360-W-30 Vendor Item	EACH		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			1628.36
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
014	AVIGILON PENDANT CAP MOUNT FOR DOME CAMERA- WHITE, PART #ACC-PEN-CAP-W Vendor Item	2.00 EACH	24.39000	48.78
1	1000.30.15.1500.1500.1500.0000.0000.47010.			48.78

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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			
015	AVIGILON WALL MOUNT FOR DOME CAMERA - WHITE PART #ACC-MNT-ARM-W Vendor Item	2.00 EACH	36.58000	73.16
1	1000.30.15.1500.1500.1500.0000.0000.47010.			73.16
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
016	AVIGILON AVA CLOUD-NATIVE - 360 WHITE. 12MP RESOLUTIONS. 30 DAYS	4.00 EACH	814.18000	3256.72

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	RETENTION. AI-POWERED, IR AND ADVANCED MICROPHONE ARRAY, INDOOR/OUTDOOR, PART #360-W-30 Vendor Item			
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			3256.72
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
017	AVIGILON 10MP DUAL HEAD 30 DAY ALTA CAMERA, H6ADH,2X5MP LENS 3. 4-7MM, PART #10.0C-H6ADH-D01-IR-30 Vendor Item	4.00 EACH	1107.97000	4431.88
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			4431.88

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				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			
018	AVIGILON NPT ADAPTER FOR H6ADH PART #NPTA-1201 Vendor Item	4.00 EACH	40.74000	162.96
1	1000.30.15.1500.1500.1500.0000.0000.47010.			162.96
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
019	AVIGILON MOUNT, PENDANT ARM, 20CM LONG, 1.5 NPT, PART #WLMT-1021	4.00 EACH	61.11000	244.44

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				POLICE ADMIN SERVICES

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1500.1500.1500.0000.0000.47010. Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			244.44
020	AVIGILON 8MP, 30 DAY, ALTA, 4 HEAD H5A MULTISENSOR CAMERA; UP TO 10 YEAR WARRANTY WITH AN ACTIVE ALTA VIDEO LICENSE, PART #32C-H5A-4MH-30 Vendor Item	13.00 EACH	1911.65000	24851.45
1	1000.30.15.1500.1500.1500.0000.0000.47010. Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS			24851.45

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
021	AVIGILON OUTDOOR PENDANT MOUNT ADPATER. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-AD-PEND1. Vendor Item	13.00 EACH	115.97000	1507.61
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1507.61
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
022	DOME BUBBLE AND COVER, FOR OUTDOOR PENDANT MOUNT, CLEAR. FOR USE WITH THE AVIGILONE H5A MULTISENSOR, PART #H5AMH-DO-COVR1 Vendor Item	13.00 EACH	115.97000	1507.61
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1507.61

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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			
023	AVIGILON IR ILLUMINATOR RING FOR H4 & H5 MULTISENSOR CAMERA, PART #H4AMH-AD-IRIL1 Vendor Item	13.00 EACH	226.62000	2946.06
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			2946.06
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
024	AVIGILON WALL MOUNT FOR LARGE	13.00	70.61000	917.93

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
MOTOROLA SOLUTIONS INC	POLICE HEADQUARTERS
1303 E ALGONQUIN RD	2460 GOVERNMENT STREET
	MOBILE, AL 36606
SCHAUMBURG, IL 60196	
Tel#281-955-2688	
Fax 281-955-7801	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/26	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	PENDANT CAMERA H5A MULTISENSOR, PART #WLMT-1001 Vendor Item	EACH		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			917.93
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
025	AVIGILON POLE MOUNT FOR LARGE PENDANT MOUNT CAMERAS - REQUIRES WLMT-1001/WLMT-1031, PART #PLMT-1001 Vendor Item	13.00 EACH	66.93000	870.09
1	1000.30.15.1500.1500.1500.0000.0000.47010.			870.09

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 17

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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			
026	AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT, PART #POE60U-1BTE Vendor Item	13.00 EACH	103.01000	1339.13
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1339.13
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
027	AVIGILON ALTA 4MP H6A PTZ; 4MP	13.00	2216.49000	28814.37

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 18

Vendor
MOTOROLA SOLUTIONS INC
1303 E ALGONQUIN RD

SCHAUMBURG, IL 60196

Tel#281-955-2688
Fax 281-955-7801

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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	PTZ; 30X -30 DAY RENTENTION, PART #4.0C-H6A-PTZ-DP30-30 Vendor Item	EACH		
1	1000.30.15.1500.1500.1500.0000.0000.47010.			28814.37
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
028	POLE MOUNT PART #RLMT-1001	13.00 EACH	66.93000	870.09
	Vendor Item			
1	1000.30.15.1500.1500.1500.0000.0000.47010.			870.09
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET			

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 19

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36606			
029	AVIGILON WALL ARM MOUNT; 30CM;1.5 NPT ADAPTOR, PART #WLMT-1031 Vendor Item	13.00 EACH	61.11000	794.43
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			794.43
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
030	AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT PART#POE60U-1BTE Vendor Item	13.00 EACH	103.01000	1339.13
	1 1000.30.15.1500.1500.1500.0000.0000.47010.			1339.13

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1500.1500.1500.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 20

Vendor	Ship To
MOTOROLA SOLUTIONS INC 1303 E ALGONQUIN RD SCHAUMBURG, IL 60196 Tel#281-955-2688 Fax 281-955-7801	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	293963				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 141373.07

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.47010.	141373.07	796180.73
PUBLIC SAFTEY ADMIN EXP	EQUIPMENT (GREATER $5000)	

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

Activity	Date	Clerk	Comment
CCancelled	03/27/26	ANNE FOLEY	GL Allocation, GL Allocation,
CCancelled	03/27/26	ANNE FOLEY	GL Allocation changed
CCancelled	03/27/26	ANNE FOLEY	GL Allocation changed
Approved	02/19/26	ROBERT LASKY	
Approved	02/19/26	CURTIS GRAVES	Auto approved by: 910519642
Approved	03/16/26	CURTIS GRAVES	NA
Approved	04/01/26	CURTIS GRAVES	Approval authorized by Executi
Rejected	03/06/26	ANNE FOLEY	VENDOR IS LOOKING TO FIND THI
Approved	04/01/26	DONALD ROSE	Auto approved by: 9105fola

Bill To	Requisition 00008196-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1500.1500.1500.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor
MOTOROLA SOLUTIONS INC
1303 E ALGONQUIN RD

SCHAUMBURG, IL 60196

Tel#281-955-2688
Fax 281-955-7801

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	293963				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/01/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	04/01/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	04/01/26	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	04/01/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	04/01/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	04/01/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	04/01/26	ANNE FOLEY			
	Approved	04/01/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Motorola Solutions

Public safety communications

#042021-MOT
Maturity Date: 6/23/2026

Sourcewell Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 042021-MOT gives access to the following types of goods and services:

- Public safety offerings:
  - P25 radio infrastructure
  - Fire station alerting
  - Vehicular repeaters
  - APX portable and mobile radios
  - Dispatch consoles, backhaul, microwave, MPLS, etc.
  - Avigilon hardware and software
  - Buildings, towers, and site equipment
- Commercial offerings through authorized Motorola solutions resellers:
  - Professional/commercial tier mobile radios, accs, and infrastructure
  - AVTEC dispatch consoles and commercial tier body worn cameras
- Integration, maintenance, support services, and RF site development

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

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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.

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General Contracts

IDIQ Contracts

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PUBLIC SAFETY		
Product Summary	**Catalog Description**	**Percentage Discount (Off List Price)**
Infrastructure	Fire Station Alerting Hardware	10%
Infrastructure	Fire Station Alerting Software	15%
Infrastructure	Radio Base Station Hardware	15%
Infrastructure	Radio Base Station Software	20%
Infrastructure	Master Site ASTRO Hardware	15%
Infrastructure	Master Site ASTRO Software	20%
Infrastructure	Transport Hardware	10%
Infrastructure	Moscad Hardware & Software	10%
Infrastructure	Interoperability Solutions	10%
Infrastructure	Paging Hardware & Software	10%
Infrastructure	Alarm & Control System	10%
Infrastructure	Vehicular Repeaters	10%
Infrastructure	Future Infrastructure Hardware & Software * released after date of contract	10%
Subscribers	All APX Portable Radio Subscriber Device	27%
Subscribers	All APX N Portable Radio Subscriber Device	27%
Subscribers	All APX Mobile Radio Subscriber Device	27%
Subscribers	All APX Desktop Radio Subscriber Device	27%
Subscribers	Flashport Software	20%
Subscribers	Future Mobile and Portable Subscriber Devices * released after date of contract	15%
Subscribers	Standalone Subscriber Accessories	15%
Subscribers	Bundled Subscriber Accessories with Subscriber Devices	27%
Private LTE	LTE Hardware & Software	0%
Private LTE	Broadband Device	0%
Private LTE	NITRO Hardware & Software	0%
Private LTE	NITRO Services	0%
Consoles	Console Hardware & Software	15%
Consoles	Console Accessories	15%
Consoles	Console Service	0%
Avigilon Software & Hardware	Avigilon Software & Hardware	10%
Drop Ship	Backhaul (Microwave, MPLS, etc)	10%
Drop Ship	Distributed Antenna Systems	10%
Drop Ship	Site Equipment	10%
Drop Ship	Buildings & Towers	5%
Drop Ship	Antenna & Line	15%
Drop Ship	Test Equipment	10%
Drop Ship	Computers & Accessories	15%

Drop Ship	Time & Frequency Systems	15%
Drop Ship	Wireless Modems	5%
System Integration & Support Services	ASTRO Maintenance Support Services	0%
System Integration & Support Services	ASTRO Upgrade Support Services	0%
System Integration & Support Services	Motorola Shop Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Motorola Subscriber Services	0%
System Integration & Support Services	Motorola Project Management Services	0%
System Integration & Support Services	Motorola Engineering Services	0%
System Integration & Support Services	Site Development Services	0%
System Integration & Support Services	3rd Party Services	0%
System Integration & Support Services	Motorola Security Services	0%
Integrated Hardware & Software	Encryption Hardware & Software	5%
Integrated Hardware & Software	Moto Locator Hardware	0%
Integrated Hardware & Software	Moto Locator Software	10%
Integrated Hardware & Software	Critical Connect Hardware	0%
Integrated Hardware & Software	Critical Connect Software	0%
P25 System Subscriptions	Cirrus Subscription	0%
P25 System Subscriptions	AXS Subscription	0%
P25 System Subscriptions	Asset Management Service	0%
P25 Device Subscriptions	APX Next Application Subscription	0%
Miscellaneous	Any non-catalog equipment	0%
Miscellaneous	Any non-catalog integrated software	0%
Miscellaneous	Any non-catalog service	0%

PROFESSIONAL & COMMERCIAL **

Stated discount % will also be applied to any additional options added to Radio Order

Product Summary	Catalog Description	Fixed Percentage Discount (Off List Price)
MOTOTRBO Commercial Radios	BPR40 / BPR50dX	15%
MOTOTRBO Commercial Radios	CP185	15%
MOTOTRBO Commercial Radios	CP100d	15%
MOTOTRBO Commercial Radios	CP200D / R2	15%
MOTOTRBO Commercial Radios	SL300	15%
MOTOTRBO Commercial Radios	EVX-S24	15%
MOTOTRBO Commercial Radios	CM200D	15%
MOTOTRBO Commercial Radios	CM300D	15%
MOTOTRBO Professional Radios	XPR 3300e / R5	15%
MOTOTRBO Professional Radios	XPR 3500e / R5	15%
MOTOTRBO Professional Radios	SL3500	15%
MOTOTRBO Professional Radios	XPR 7350e	15%
MOTOTRBO Professional Radios	XPR 7550e	15%
MOTOTRBO Professional Radios	XPR 7580e	15%

MOTOTRBO Professional Radios	MOTOTRBO R7	15%
MOTOTRBO Professional Radios	MOTOTRBO ION	15%
MOTOTRBO Professional Radios	XPR 2500	15%
MOTOTRBO Professional Radios	XPR 5350e	15%
MOTOTRBO Professional Radios	XPR 5550e	15%
MOTOTRBO Professional Radios	XPR 5580e	15%
Battery / Accessory Portfolio	MOTOROLA BATTERIES	15%
Battery / Accessory Portfolio	MOTOROLA ACCESSORIES	15%
MOTOTRBO Digital Infrastructure	SLR 1000	10%
MOTOTRBO Digital Infrastructure	SLR 5700	10%
MOTOTRBO Digital Infrastructure	SLR 8000	10%
MOTOTRBO Digital Infrastructure	Capacity Max System Server	10%
Dispatch Console	AVTEC Dispatch Console	10%
Body-Worn Camera	VB400/440	10%
System Integration & Support / Install	System Integration & Support / Install	0%
PTT Subscription Services	TLK100	0%
PTT Subscription Services	TLK150	0%
All orders placed under this request will be placed only with an approved additional named reseller as an Approved Authorized Motorola Solutions Resellers, (this list is located within Partner Finder search within motorolasolutions.com website), except as agreed to in writing by the Supplier. In no event will the Supplier assume liability for orders placed by a Approved reseller to an end customer under this Addendum.		

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: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 Supercrew pickup truck for Parks Department.

Amount of Contract:
$41,227.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260401 Stivers Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 2026 (Date) Item No. _____

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

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2026 Ford F150 Supercrew pickup truck for Parks Department.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $41,227.00

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
5911	2026	(2050) FLEET MANAGEMENT-GARAGE	ONE 2026 FORD F150 SUPERCREW PICKUP TRUCK FOR PARKS DEPARTMENT (AL STATE CONTRACT)	$41,227.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005911-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26007163
770 GAYLE STREET	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 OR NEWER FOR F-150 SUPERCREW 4x2 P/U AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE,10-SPD AUTO, 4x2, 145" WHEELBASE; 5.5' BED; CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR; POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY; POWER TAILGATE LOCK; CRUISE CONTROL; BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS; FORD CO-PILOT 360 2.0; 36 GALLON FUEL TANK; SEATS VINYL 40/20/40-MEDIUM DARK SLATE GRAY; 2.7L V6 ECOBOOST ENGINE W/3.55 REGULAR RATIO AXLE; EXTERIOR COLOR: OXFORD WHITE; WITH THE FOLLOWING OPTIONS: BLACK PLATFORM RUNING BOARDS FOUR CORNER LED STROBE LIGHTS TRAILER BRAKE CONTROLLER-W/2.7L ECOBOOST ONLY BACK-UP ALARM 2 EXTRA KEYS ALL WEATHER RUBBER MATS SPRAY-IN BED LINER (5-1/2"BED) AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003128-14 Additional Description Notes --- 2026 OR NEWER FOR F-150 SUPERCREW 4x2 P/U AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE,10-SPD AUTO, 4x2, 145" WHEELBASE; 5.5' BED; CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR; POWER WINDOWS; POWER DOOR LOCKS W/INTEGRATED KEY	1.00 EACH	40883.00000	40883.00

Bill To	Requisition 00005911-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26007163
770 GAYLE STREET	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	TRANSMITTER KEYLESS ENTRY; POWER TAILGATE LOCK; CRUISE CONTROL; BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS; FORD CO-PILOT 360 2.0; 36 GALLON FUEL TANK; SEATS VINYL 40/20/40-MEDIUM DARK SLATE GRAY; 2.7L V6 ECOBOOST ENGINE W/3.55 REGULAR RATIO AXLE; EXTERIOR COLOR: OXFORD WHITE;			
	WITH THE FOLLOWING OPTIONS:			
	BLACK PLATFORM RUNING BOARDS FOUR CORNER LED STROBE LIGHTS TRAILER BRAKE CONTROLLER-W/2.7L ECOBOOST ONLY BACK-UP ALARM 2 EXTRA KEYS ALL WEATHER RUBBER MATS SPRAY-IN BED LINER (5-1/2"BED)			
	AS REQUESTED BY 2012-PARKS			
1	1000.40.20.2030.2012.2005.0000.0000.45040.			40883.00
	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 00005911-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26007163
770 GAYLE STREET	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	344.00000	344.00
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.40.20.2030.2012.2005.0000.0000.45040.			344.00

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

Requisition Link

Requisition Total 41227.00

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.45040.	41227.00	315231.95
PARKS MAINTENANCE EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00005911-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26007163
770 GAYLE STREET	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Cancelled	01/15/26	JOHN PAINE		GL Allocation changed	
	Approved	12/24/25	KIM CARMODY		Auto approved by: 91055604	
	Approved	12/24/25	DANIEL OTTO			
	Approved	12/29/25	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	12/29/25	SHONNDA SMITH			
	Approved	12/29/25	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	01/09/26	KIM CARMODY			
	Approved	01/09/26	DANIEL OTTO		Auto approved by: 910520521	
	Approved	01/12/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	01/12/26	SHONNDA SMITH			
	Approved	01/12/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	01/15/26	KIM CARMODY		Auto approved by: 91055604	
	Approved	01/15/26	DANIEL OTTO			
	Approved	01/15/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	01/15/26	SHONNDA SMITH			
	Approved	01/15/26	CHERI BOUCHER		Auto approved by: 910518244	
	Rejected	01/16/26	KIM CARMODY		add the line	
	Approved	01/16/26	KIM CARMODY			
	Approved	01/16/26	DANIEL OTTO		Auto approved by: 910520521	
	Approved	01/20/26	MATTHEW ANDERSON		Auto approved by: 910518244	
	Approved	01/20/26	SHONNDA SMITH			
	Approved	01/20/26	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	12/29/25	KIM CARMODY			
	Approved	12/29/25	DANIEL OTTO		Auto approved by: 910520521	
	Approved	01/12/26	KIM CARMODY			
	Approved	01/12/26	DANIEL OTTO		Auto approved by: 910520521	
	Approved	01/15/26	KIM CARMODY			
	Approved	01/15/26	DANIEL OTTO		Auto approved by: 910520521	
	Approved	01/20/26	KIM CARMODY			
	Approved	01/20/26	DANIEL OTTO		Auto approved by: 910520521	
	Rejected	01/09/26	JOHN PAINE		per charles remove W1K and f	

Bill To	Requisition 00005911-00 FY 2026
MUNICIPAL GARAGE ATTN: SEAN	PO 26007163
770 GAYLE STREET	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.45040.
MOBILE, AL	Review:
36604	Buyer:
SEAN.CLARK@CITYOFMOBILE.ORG	Status: Converted Page 5

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL - ATTN: ADAM LYNN
4000 EASTERN BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	AGEET@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/16/26	292393				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/15/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/15/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/15/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/15/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/15/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/15/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/15/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/15/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/15/26	JOHN PAINE			
	Approved	01/20/26	DONALD ROSE		Auto approved by: 9105paij	
	Approved	01/20/26	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	01/20/26	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	01/20/26	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	01/20/26	JAMES NEESE		Auto approved by: 9105paij	
	Approved	01/20/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105paij	
	Approved	01/20/26	REBECCA CRUMPLER		Auto approved by: 9105paij	
	Approved	01/20/26	ANNE FOLEY		Auto approved by: 9105paij	
	Approved	01/20/26	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@procurement.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford F350 Supercrew 4x4 pickup trucks for MFRD.

Amount of Contract:
$102,340.00

Funding Source
General fund.

ATTACHMENTS:
1. 20260401 Stivers2 Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 April 2026 (Date) Item No. _____

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

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Stivers Ford Lincoln Inc for two 2026 Ford F350 Supercrew 4x4 pickup trucks for MFRD.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $102,340.00

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
7688	2026	(1510) FIRE ADMINISTRATION	TWO 2026 FORD F350 SUPERCREW 4X4 PICKUP TRUCKS FOR MFRD (AL STATE CONTRACT)	$102,340.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007688-00 FY 2026
ACCOUNTS PAYABLE	PO 26006810
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	FIRE CENTRAL SUPPLY
4000 EASTERN BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
MONTGOMERY, AL 36116	RICHARDSONV@CITYOFMOBILE.GOV
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK CAB & CHASSIS, WITH BODY AS FOLLOWS: Additional Description Notes --- FORD F350 RED: 2026 FORD F350 SUPER CREW 4X4 PICKUP - MODEL W3B CONTRACT #220000003128-22 STATE CONTRACT T191 XL 610A CREW CAB 4X4 6.8L V8 PFI GAS ENGINE, 10 SPEED AUTO TRANSMISSION, 6.75' BOX, POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, CRUISE CONTROL, VINYL FLOORING, VINYL 40/20/40 SEAT, AM/FM RADIO, BLUETOOTH, REAR VIEW CAMERA, & TOW PACKAGE 4/7 PIN; OPTION INCL: TRAILER BRAKE CONTROLLER PLATFORM RUNNING BOARDS LT245/75RX17E BSW COLOR: VERMILLION RED SPRAY IN BED LINER (6 ¾") Vendor Item Inventory Item/Loc 712	2.00 EACH	50830.00000	101660.00
1	1000.30.15.1510.1510.1510.0000.0000.45040.			101660.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To	Requisition 00007688-00 FY 2026
ACCOUNTS PAYABLE	PO 26006810
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FREIGHT	2.00 EACH	340.00000	680.00
	Additional Description Notes --- STATE CONTRACT PROVISIONS FOR $2.00 / MILE ONE-WAY Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1510.1510.0000.0000.45040.			680.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 102340.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00007688-00 FY 2026
ACCOUNTS PAYABLE	PO 26006810
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.45040.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.GOV

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/26	292393				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.45040.	102340.00	199932.32
FIRE ADMINISTRATION EXP FLEET VEHICLES		

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

Activity	Date	Clerk	Comment
Approved	03/12/26	MATTHEW ANDERSON	Auto approved by: 910518244
Approved	03/12/26	SHONNDA SMITH	
Approved	03/12/26	CHERI BOUCHER	Auto approved by: 910518244
Approved	03/12/26	DONALD ROSE	Auto approved by: 9105paij
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

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Public Comments
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@procurement.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Shana	Smith	shana@stiversonline.com	334613-5000
Scott	DuBose	sdubose@stiversonline.com	334-613-5000
David	Maddox	dmaddox@stiversonline.com	833-317-3566

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2026

Documents

Items

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	37,525.00	Each
Ford Maverick	220000003128-6	27,022.00	Each
Ford Transit Cargo Van	220000003128-10	43,037.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,355.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,605.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	42,049.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	43,438.00	Each
Ford Diesel Engine Upgrade	220000003128-17	10,211.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	45,578.00	Each
Ford Diesel Engine Upgrade	220000003128-19	10,211.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,461.00	Each
Ford Diesel Engine Upgrade	220000003128-21	10,211.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,598.00	Each
Ford Diesel Engine Upgrade	220000003128-23	10,211.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	44,337.00	Each
Ford Diesel Engine Upgrade	220000003128-25	10,211.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	46,703.00	Each
Ford Diesel Engine Upgrade	220000003128-27	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,374.00	Each

Item Name	Product Code		UOM
Ford Diesel Engine Upgrade	220000003128-29	10,211.00	Each
Ford Diesel Engine Upgrade	220000003128-31	10,211.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,406.00	Each
Ford Diesel Engine Upgrade	220000003128-33	10,211.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,262.00	Each
Ford Diesel Engine Upgrade	220000003128-35	10,211.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,730.00	Each

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: April 7, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
Authorize contract with Arena Fire Protection for fire alarm inspection and maintenance and repair at various locations throughout the City; $182,525.00

Amount of Contract:
$182,525.00

Funding Source
N/A

ATTACHMENTS:
1. SC-018-26 Resolution revised 3.31.26

REVIEWERS:
Stacey Howard
Carleen Stout
Donna Bryars
Cherlina Monteiro
James Barber

RESOLUTION

2026

Sponsored by:

Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	ARENA FIRE PROTECTION INC.
Project Name:	SERVICE CONTRACT - VARIOUS LOCATIONS - FIRE ALARM INSPECTION, MAINTENANCE AND REPAIR
Project Number:	SC-018-26
Amount:	$ 54,175.00 - YEAR ONE $ 64,175.00 - YEAR TWO $ 64,175.00 - YEAR THREE $182,525.00 -- TOTAL CONTRACT

Adopted:

_____

City Clerk

AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner: **CITY OF MOBILE**
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Service Contractor: **ARENA FIRE PROTECTION INC.**
10023 Lifeline Court
Mobile, Alabama 36608

City of Mobile Business License No.: **079488**
City of Mobile Vendor No.: **294594**
State of Alabama Entity ID No.: **000-921-354**

For the following Project: **SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE ALARM INSPECTION, MAINTENANCE & REPAIR**

VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-018-26

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which last party executes this agreement (the "Effective Date"), by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City", and Arena Fire Protection Inc., hereinafter referred to as "Contractor" or "Service Contactor".

This Agreement, including its Exhibits A, B, C, D, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Project Manual for SC-018-26 on January 14, 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:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance for the SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE ALARM INSPECTION, MAINTENANCE & REPAIR (the "Project"), in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

2.0 TERM

2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B, Bid Form, attached hereto and incorporated herein. The term consists of one (1) year term with the option for two additional one (1) year terms.

3.0 COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed $162,525.00 for the entire Project in accordance with Exhibit B attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

3.2 Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

3.3 The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

4.0 METHOD OF PAYMENT

4.1 The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit B, Bid Form, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL SERVICES

5.1 No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

5.2 If the City's DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm, requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

6.2 This section of the Agreement will survive the expiration or termination of the Agreement.

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the

City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date.

10.0 FORCE MAJEURE

10.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

11.0 OBLIGATIONS OF THE CITY

11.1 City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

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

11.3 The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

11.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

12.0 TERMINATION

12.1 The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.2 Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

12.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 12.1 above.

12.4 The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the

Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

12.5 In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

12.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

12.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

13.0 DISPUTE RESOLUTION

13.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

13.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

13.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

13.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

13.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

13.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

14.0 CONTRACTOR WARRANTY

14.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

14.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

14.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. The Contractor's standard product warranty is for a period of one (1)

14.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

15.0 SUSPENSION/STOP WORK ORDER

15.1 The REAM Director or Deputy Director, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Director or Deputy Director shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 12.1.

15.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 12.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

16.0 NOTICES

16.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Carleen Stout-Clark or the Director's designated representative, DEPUTY DIRECTOR OF REAL ESTATE ASSET MANAGEMENT, Chad Holm.

16.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile Building Services
c/o: Chad Holm
City's Authorized Agent
205 Government Street
P.O. Box 1827
Mobile Alabama 36633-1827

CONTRACTOR:
Arena Fire Protection Inc.
c/o Jeremy Davidson
Contractor's Authorized Agent
Address 10023 Lifeline Court
Mobile AL, 36608

16.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

17.0 DEFAULT/ BREACH

17.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12)

unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

18.0 EFFECT OF DEFAULT

18.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

19.0 WITHHOLDING PAYMENT DUE

19.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

20.0 CURE PLAN

20.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

21.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

21.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

22.0 PEER REVIEW/VALUE ENGINEERING

22.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

23.0 ANTI-BOYCOTT

23.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

24.0 NON-DISCRIMINATION

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

25.0 COMPLIANCE WITH IMMIGRATION LAW

25.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the attached Exhibit D, *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

26.0 MISCELLANEOUS

26.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

26.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

26.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

26.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

26.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

26.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

26.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

26.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

26.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

26.10 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

26.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

26.12 In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

26.13 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a

court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

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

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

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

26.18 Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

26.19 Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

26.20 Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

26.21 Non-Assignment. Contractor shall not transfer or assign this Service Contract or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CITY OF MOBILE, A Municipal Corporation

OWNER: City of Mobile

_____
Signature

Spiro N. Cheriogotis
Mayor, City of Mobile

SERVICE CONTRACTOR:
Arena Fire Protection Inc.

_____
Signature

Jeremy Davidson
General Manager
Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF AL
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeremy Davidson as General Mgr of Arena Fire Protection 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 _____.
Sworn to and subscribed for me this 30 day of March, 2026.

_____
NOTARY PUBLIC
STATE OF ALABAMA AT-LARGE
My Commission Expires:

JENNIFER WELCH
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
JUNE 30, 2029

END OF SECTION

EXHIBIT A – SCOPE OF WORK

SERVICE CONTRACT – VARIOUS LOCATIONS – FIRE ALARM INSPECTIONS, MAINTENANCE & REPAIR
SC-018-26

January 14, 2026

Scope of Services:
Work to be performed by the Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment, supplies, and all associated travel time and expenses required to maintain specified facilities fire alarm systems in good and proper operating conditions, at all times, in accordance with the National Fire Protection Association (NFPA) Code & Standard #72.

Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid and contract documents). The work shall be performed by qualified technicians that have met the training requirements established by the state of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

Description of Scope of Service:

1. Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools, travel time, and equipment for the inspection and testing of all City of Mobile Fire Alarm Systems as listed in the **Attachments A-Locations**, **Attachment B-Panel Types**, and **Attachment C-Devise List**. This Service Contract may also include on-site diagnostics and repairs of the fire alarm systems on a time and materials basis. See Unit Pricing Section for agreed upon hourly rates and cost of material plus mark-up.
2. Invoices presented for payment must reference "SC-018-26" and shall include a copy of the Inspection/Service Report of the location. Each site shall have its own Inspection/Service Report. Invoices and Inspection/Service Reports will only be accepted by email and addressed to buildingservices@cityofmobile.org and david.stultz@cityofmobile.org.
3. Equipment provided by Service Contractor shall include, but is not limited to, ladders, smoke poles, heat testers, magnets, battery load testers, lifts, etc. Service Contractor shall also provide enough trained and experienced personnel to complete the Inspections & Testing in a timely manner for each location.

Coordination:

1. Coordinate all work with the City of Mobile, Building Service Department, Service Contract Administrator, or other authorized representatives. A minimum of forty-eight (48) hours advance notice of service shall be given.
2. All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public.
3. A monthly schedule shall be provided before any work is to be performed. Prior notice

is required for each location as some are secured, locked facilities. Others may require communication with facility personnel. The Service Contractor shall contact the appropriate representative with the date and time for each service to confirm the appointment.

Quality Assurance:

1. Service Contractor must be certified by and hold a valid permit from the State of Alabama Fire Marshall. A copy of the Service Contractor's State Fire Marshall's permit shall be submitted to the City prior to , and a provision of, approval of the Contract.
2. For all work performed under this Section, use only skilled, certified technicians who are thoroughly trained and experienced in maintaining the type of equipment listed, and who have met the requirements and training established by the State of Alabama Fire Marshall and the City Fire Inspection Bureau. Technicians should be properly supervised.
3. Service Contractor shall have a branch office within a one-hour drive radius, staffed by a technician or technicians with the ability to respond to an emergency call within four (4) hours of notice from a City of Mobile representative.

Submittals:

1. At the completion of each service call, the Service Contract Technician shall complete an Inspection/Service Report indicating all items inspected and tests performed, and any items requiring a follow-up inspection or repair. All invoices for payment shall include a copy of all Inspection/Service Reports covered under that invoice. Any other follow-up repairs or inspections needed outside the scope of work shall be reported to the Service Contract Administrator in writing.
2. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

Inspections and Testing – General

1. All inspections, testing, impairments, and record keeping shall be implemented in accordance with procedures meeting those established in the current National Fire Protection Association (NFPA) 72- Standard for the Inspections, testing, and maintenance of Fire Protection Systems, and in accordance with existing fire alarm system manufacturer's instructions.
2. Inspections and testing shall be performed in accordance with the "Inspection and Testing – Requirements: schedule below.

Inspections and Testing – Requirements:

1. Inspection and Testing shall include ALL Annual, semiannual, and quarterly inspections and testing as required by NFPA 72, Table 10.4.3, Testing Frequencies, included by not limited to:

   A. Annual Inspections and Testing*
      i. Control Equipment – Fire Alarm Panel
      ii. Batteries
      iii. Power Source
      iv. Control Unit Trouble Signal

v. Emergency Voice / Alarm Communication Equipment
vi. Initiating Devices
vii. Interface Equipment
viii. Special Hazard Equipment
ix. Alarm Notification Appliances
x. Supervising Station Fire Alarm Systems – Transmitters

B. Semiannual Requirements*
i. Batteries
ii. Initiating Devices

C. Quarterly
i. Control Equipment – Fire Alarm Panel
ii. Batteries
iii. Initiating Devises
iv. Off-Premises Transmission Equipment

*Refer to current NFPA Code and Standard #72 for a complete list of inspections, test frequencies, and procedures.

System Impairments or Shut-Down:

1. When an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 72 shall be followed.

Inspections and Testing Reports:

1. Inspections and Testing Reports shall include the name and address fo the location, date of inspection, name and signature of inspector/technician, system description, compete list of components required to be tested/inspected with the result of the test/inspections, and other information as required.
2. Deficiencies shall be clearly and legibly noted on the Report.
3. Systems or components showing damage or impairment shall be immediately reported to the Service Contract Administrator or designated point of contact.

Hours of Work:

1. For the purpose of scheduling inspections and testing, the following is a list of City of Mobile approved holidays:
   A. Veterans Day
   B. Thanksgiving (2 days)
   C. Christmas (2 days)
   D. New Year's Day
   E. Dr. Martin Luther King Day
   F. Mardi Gras (2 days)
   G. Good Friday
   H. Memorial Day
   I. Juneteenth
   J. Independence Day
   K. Labor Day

2. Workdays shall be scheduled Monday through Friday, 8:00am to 4:00pm. If access is necessary at other times due to site requirements, the Service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the facility personnel where the fire alarm system is located.

Cleaning:

1. At the completion of all service calls, the Service Contractor shall remove all parts, equipment, tools, and debris, and leave the work areas clean.

ADDITIONAL SERVICES

The City of Mobile, may during the term of this Agreement, request Additional Services, not listed above. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies, as requested in accordance with rates detail in Exhibit B-Bid Form, and all additional work or compensation is subject to Section 5.2 in the Agreement. All requests for Additional Services will be placed through the Service Contract Administrator or designated representative.

END OF SECTION

ATTACHMENT A - LOCATIONS

	FACILITY	ADDRESS	ESTIMATED SQ. FEET
1	200 Government St.	200 Government St.	26,200
2	311 Building	2900 Dauphin St.	6,060
3	Animal Shelter	855 Owens St.	7,300
4	Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	10,000
5	Azalea City Golf Course Maintenance Bldg.	1000 Gaillard Dr.	11,000
6	Azalea Road Complex (BIC)	1301 Azalea Rd.	67,300
7	Ben May Library	701 Government St.	44,550
8	Connie Hudson Senior Center	3201 Hillcrest Rd.	19,600
9	Dotch Community Center	3100 Bank Ave.	16,300
10	Fire Prevention Bureau	2851 Old Shell Rd.	31,400
11	Fire Station #1 – Freeman	6801 Overlook Rd.	6,200
12	Fire Station #7 – Seelhorst	5525 Commerce Blvd.	6,000
13	Fire Station #9 – Husband	1000 S. Houston St.	2,600
14	Fire Station #12 - Crichton	200 Davenport Blvd.	9,427
15	Fire Station #16 – Lathan	1951 S. Maryvale St.	5,850
16	Fire Station #18 – Springhill	700 Museum Dr.	11,000
17	Fire Station #28 - Berger	7050 Old Military Rd.	11,000
18	Public Safety Complex	8080 Airport Blvd.	28,500
19	Fort Conde	150 S. Royal St.	24,100
20	Gulf Coast Exploreum	65 Government St.	62,700
21	Nation Maritime Museum of the Gulf	155 S. Water St.	100,000
22	Harmon Recreation Center	1611 Belfast St.	21,500
23	Hillsdale Community Center	558 Felhorn Rd.	22,000
24	History Museum of Mobile	111 S. Royal St.	83,400
25	Hope Community Center	850 Edwards St.	13,900
26	Hurtel Street Admin Complex	1900 Hurtel St.	44,144
27	James Seals Recreation Center	540 Texas St.	16,100
28	Joe Jefferson Playhouse	11 S. Carlen St.	8,000
29	Library Administration Building	700 Government St.	6,100
30	Local History & Genealogy Library	753 Government St.	4,000
31	Lyons Park Tennis Center	180 Lyons Park Ave.	2,700
32	Medal of Honor Gymnastic Center	1711 Hillcrest Rd.	9,804
33	Michael Figures Community Center	658 Donald St.	18,000
34	Michael Dow Amphitheater	3055 Bank Ave.	7,600
35	Mobile Convention Center	1 S. Water St.	317,200
36	Mobile Metro Fire Arms Center	12247 Tanner Williams Rd.	2,100
37	Mobile Museum of Art	4850 Museum Dr.	80,000
38	Mobile, Alabama Cruise Terminal	201 S. Water St.	36,400
39	Municipal Archives	457 Church St.	18,200
40	Oakleigh House Museum	350 Oakleigh Place	6,800
41	Parkway Branch Library	1924-B Dauphin Island Parkway	9,000
42	Parkway S.A.I.L. Center	1600 Boykin Blvd.	5,475
43	Playhouse in the Park	4823 Museum Dr.	7,100
44	Police Precinct #1	2601 Dauphin Island Parkway	15,038
45	Police Precinct #2	5441 Hwy 90, Bldg. C.	9,384
46	Police Precinct #3	2165 St. Stephens Rd.	9,735
47	Police Academy	1251 Virginia St.	8,900
48	Police Headquarters	2460 Government St.	37,760
49	Police Impound Lot	1251-B Virginia St.	6,100
50	Police Special Ops Building	850 St. Anthony St.	27,430
51	Quigley House Museum	263 Roper St.	5,600
52	Richards DAR House Museum	256 N. Joachim St.	7,100
53	Rickarby Recreation Center	550 Rickarby St.	2,500
54	Saenger Theater	6 S. Joachim St.	57,800
55	Special Events Building	2301 Airport Blvd.	5,440
56	Springhill Recreation Center	1151 Springhill Ave.	15,000
57	Sullivan Recreation Center	351 N. Catherine St.	15,207
58	Tardy Cottage	104 S. Lawerence St.	5,500
59	Taylor Park Community Center	1050 Baltimore St.	13,600
60	Technology Center - MIT	651 Church St.	11,280
61	Telecommunications Bldg.	107 S. Royal St.	7,725
62	Tillman's Corner Community Center	5055 Carol Plantation Rd.	10,000
63	Toulminville Library	601 Stanton Rd.	17,500

64	Tricksey Senior Center	3100 Bank Ave.	3,600
65	West Regional Library	5555 Grelot Rd.	62,000
66	Western Admin Complex (WAC)	4851 Museum Dr.	40,800
		Total Estimated Square Footage:	1,641,609

Service Contractor to verify existing dimensions.

END OF SECTION

ATTACHMENT B – PANEL TYPE

	FACILITY	ADDRESS	PANEL TYPE
1	200 Government St.	200 Government St.	SIMPLEX 4010
2	311 Building	2900 Dauphin St.	FIRELITE ES50X
3	Animal Shelter	855 Owens St.	DMP XR150N
4	Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	FIRE SHIELD EST FS1004
5	Azalea City Golf Course Maintenance Bldg.	1000 Gaillard Dr.	DMP XR150N
6	Azalea Road Complex (BIC)	1301 Azalea Rd.	DMP XR150
7	Ben May Library	701 Government St.	SIMPLEX 4100U
8	Connie Hudson Senior Center	3201 Hillcrest Rd.	EDWARDS EST 2
9	Dotch Community Center	3100 Bank Ave.	SIMPLEX 4005
10	Fire Prevention Bureau	2851 Old Shell Rd.	DMP SR2500R
11	Fire Station #1 – Freeman	6801 Overlook Rd.	SIMPLEX 4005
12	Fire Station #7 – Seelhorst	5525 Commerce Blvd.	SIMPLEX 4005
13	Fire Station #9 – Husband	1000 S. Houston St.	VES VF-18
14	Fire Station #12 - Crichton	200 Davenport Blvd.	SIMPLEX 4007ES
15	Fire Station #16 – Lathan	1951 S. Maryvale St.	EDWARDS IO64
16	Fire Station #18 – Springhill	700 Museum Dr.	SIMPLEX 4010ES
17	Fire Station #28 - Berger	7050 Old Military Rd.	SIMPLEX 4010ES
18	Public Safety Complex	8080 Airport Blvd.	SIMPLEX 4100ES
19	Fort Conde	150 S. Royal St.	SIMPLEX 4007ES
20	Gulf Coast Exploreum	65 Government St.	FIRELITE MS9200 UDLS
21	Nation Maritime Museum of the Gulf	155 S. Water St.	EDWARDS EST 3
22	Harmon Recreation Center	1611 Belfast St.	DMP XR500
23	Hillsdale Community Center	558 Felhorn Rd.	FIRELITE MS10
24	History Museum of Mobile	111 S. Royal St.	JCI METASYS
25	Hope Community Center	850 Edwards St.	DMP XR100
26	Hurtel Street Admin Complex	1900 Hurtel St.	SIMPLEX 4010ES
27	James Seals Recreation Center	540 Texas St.	DMP XR200DN
28	Joe Jefferson Playhouse	11 S. Carlen St.	FIRELITE MS10 UD7
29	Library Administration Building	700 Government St.	DMP XR100
30	Local History & Genealogy Library	753 Government St.	ADEMCO VISTA 32FB
31	Lyons Park Tennis Center	180 Lyons Park Ave.	FIRELITE MS10UD
32	Medal of Honor Gymnastic Center	1711 Hillcrest Rd.	EDWARDS F-FSC
33	Michael Figures Community Center	658 Donald St.	DMP XR500
34	Michael Dow Amphitheater	3055 Bank Ave.	DMP XR550N
35	Mobile Convention Center	1 S. Water St.	SIMPLEX 4100ES
36	Mobile Metro Fire Arms Center	12247 Tanner Williams Rd.	SIMPLEX 4006
37	Mobile Museum of Art	4850 Museum Dr.	SIMPLEX 4100
38	Mobile, Alabama Cruise Terminal	201 S. Water St.	FCI 7100 SERIES
39	Municipal Archives	457 Church St.	DMP XR150N
40	Oakleigh House Museum	350 Oakleigh Place	RADIONICS D9112
41	Parkway Branch Library	1924-B Dauphin Island Parkway	ADEMCO 4209U
42	Parkway S.A.I.L. Center	1600 Boykin Blvd.	DMP XR150
43	Playhouse in the Park	4823 Museum Dr.	SIMPLEX 4010
44	Police Precinct #1	2601 Dauphin Island Parkway	EDWARDS 10 SERIES
45	Police Precinct #2	5441 Hwy 90, Bldg. C.	EDWARDS 10 SERIES
46	Police Precinct #3	2165 St. Stephens Rd.	DMP XR150N
47	Police Academy	1251 Virginia St.	SIMPEX 4005
48	Police Headquarters	2460 Government St.	DMP SR150DN
49	Police Impound Lot	1251-B Virginia St.	FIRELITE ES50X
50	Police Special Ops Building	850 St. Anthony St.	VES VF185810
51	Quigley House Museum	263 Roper St.	EDWARDS BP10S
52	Richards DAR House Museum	256 N. Joachim St.	DMP XR150
53	Rickarby Recreation Center	550 Rickarby St.	DMP XR100
54	Saenger Theater	6 S. Joachim St.	EDWARDS EST
55	Special Events Building	2301 Airport Blvd.	DMP XR550FC
56	Springhill Recreation Center	1151 Springhill Ave.	DMP XR500
57	Sullivan Recreation Center	351 N. Catherine St.	SIMPLEX 4010
58	Tardy Cottage	104 S. Lawerence St.	HARRINGTON CE-B
59	Taylor Park Community Center	1050 Baltimore St.	FIRELITE MS9200
60	Technology Center - MIT	651 Church St.	DMPXR150N
61	Telecommunications Bldg.	107 S. Royal St.	DMPXR150N
62	Tillman's Corner Community Center	5055 Carol Plantation Rd.	DMP XR200
63	Toulminville Library	601 Stanton Rd.	FIRELITE MS-10UD

64	Tricksey Senior Center	3100 Bank Ave.	DMP XR5FC
65	West Regional Library	5555 Grelot Rd.	SIMPLEX 4010
66	Western Admin Complex (WAC)	4851 Museum Dr.	FIRELITE MS-10UD

Service Contractor to verify Panel List

END OF SECTION

ATTACHMENT C – DEVISE LIST

	FACILITY	ADDRESS	AUDIO/VISUAL	DUCT DETECTORS	HEAT DETECTORS	PULL STATIONS	PHOTO SMOKE DETECTORS	VISUAL STROBE	HORNS
1	200 Government St.	200 Government St.	25	17	0	9	41	4	0
2	311 Building	2900 Dauphin St.	6	0	5	3	10	6	0
3	Animal Shelter	855 Owens St.	2	0	0	1	5	0	1
4	Azalea City Golf Course Clubhouse	1000 Gaillard Dr.	13	2	5	15	11	4	0
5	Azalea City Golf Course Maintenance Bldg.	1000 Gaillard Dr.	3	0	23	3	6	3	0
6	Azalea Road Complex (BIC)	1301 Azalea Rd.	7	0	2	14	18	3	0
7	Ben May Library	701 Government St.	40	23	4	11	15	4	0
8	Connie Hudson Senior Center	3201 Hillcrest Rd.	17	10	4	9	18	12	0
9	Dotch Community Center	3100 Bank Ave.	5	2	4	7	2	2	0
10	Fire Prevention Bureau	2851 Old Shell Rd.	14	2	0	10	53	0	0
11	Fire Station #1 – Freeman	6801 Overlook Rd.	5	1	1	1	5	1	0
12	Fire Station #7 – Seelhorst	5525 Commerce Blvd.	4	4	1	1	4	4	0
13	Fire Station #9 – Husband	1000 S. Houston St.	6	0	4	4	5	0	0
14	Fire Station #12 - Crichton	200 Davenport Blvd.	28	8	0	2	1	17	0
15	Fire Station #16 – Lathan	1951 S. Maryvale St.	1	0	1	1	1	1	0
16	Fire Station #18 – Springhill	700 Museum Dr.	8	2	1	3	1	19	0
17	Fire Station #28 - Berger	7050 Old Military Rd.	15	9	11	4	19	20	0
18	Public Safety Complex	8080 Airport Blvd.	34	6	1	13	28	3	0
19	Fort Conde	150 S. Royal St.	8	0	0	6	21	0	0
20	Gulf Coast Exploreum	65 Government St.	30	7	0	23	88	0	0
21	Nation Maritime Museum of the Gulf	155 S. Water St.	77	22	3	31	132	2	0
22	Harmon Recreation Center	1611 Belfast St.	8	1	3	8	6	3	0
23	Hillsdale Community Center	558 Felhorn Rd.	7	4	0	8	0	0	1
24	History Museum of Mobile	111 S. Royal St.	53	15	0	4	125	8	0
25	Hope Community Center	850 Edwards St.	4	5	0	4	0	0	0
26	Hurtel Street Admin Complex	1900 Hurtel St.	26	3	6	11	38	0	0
27	James Seals Recreation Center	540 Texas St.	6	0	1	4	11	2	0
28	Joe Jefferson Playhouse	11 S. Carlen St.	8	0	2	8	4	0	0
29	Library Administration Building	700 Government St.	3	2	0	3	11	0	0
30	Local History & Genealogy Library	753 Government St.	4	1	1	2	6	4	0
31	Lyons Park Tennis Center	180 Lyons Park Ave.	4	2	0	3	6	0	1
32	Medal of Honor Gymnastic Center	1711 Hillcrest Rd.	4	2	0	4	10	4	0
33	Michael Figures Community Center	658 Donald St.	0	2	2	5	20	0	0
34	Michael Dow Amphitheater	3055 Bank Ave.	14	2	0	5	7	3	1
35	Mobile Convention Center	1 S. Water St.	239	39	52	114	147	0	0
36	Mobile Metro Fire Arms Center	12247 Tanner Williams Rd.	2	8	0	3	7	0	0
37	Mobile Museum of Art	4850 Museum Dr.	118	31	16	17	121	0	0
38	Mobile, Alabama Cruise Terminal	201 S. Water St.	47	26	12	11	54	31	0
39	Municipal Archives	457 Church St.	1	2	2	5	33	0	3
40	Oakleigh House Museum	350 Oakleigh Place	2	0	7	3	10	0	0
41	Parkway Branch Library	1924-B Dauphin Island Parkway	5	0	0	2	8	0	0
42	Parkway S.A.I.L. Center	1600 Boykin Blvd.	2	0	0	2	1	0	0
43	Playhouse in the Park	4823 Museum Dr.	9	1	0	4	12	2	0
44	Police Precinct #1	2601 Dauphin Island Parkway	6	6	2	2	3	28	0
45	Police Precinct #2	5441 Hwy 90, Bldg. C.	20	3	2	2	8	0	0
46	Police Precinct #3	2165 St. Stephens Rd.	0	12	1	2	18	0	0
47	Police Academy	1251 Virginia St.	5	4	0	6	11	4	0
48	Police Headquarters	2460 Government St.	12	2	0	7	31	0	0
49	Police Impound Lot	1251-B Virginia St.	7	0	0	6	14	1	0

50	Police Special Ops Building	850 St. Anthony St.	10	2	2	9	15	0	0
51	Quigley House Museum	263 Roper St.	6	0	0	6	2	4	0
52	Richards DAR House Museum	256 N. Joachim St.	6	3	1	3	21	6	0
53	Rickarby Recreation Center	550 Rickarby St.	3	0	2	3	6	2	0
54	Saenger Theater	6 S. Joachim St.	51	4	3	33	14	0	0
55	Special Events Building	2301 Airport Blvd.	0	0	1	1	1	0	0
56	Springhill Recreation Center	1151 Springhill Ave.	7	4	3	7	13	0	0
57	Sullivan Recreation Center	351 N. Catherine St.	12	9	2	4	21	0	0
58	Tardy Cottage	104 S. Lawerence St.	3	6	0	6	8	2	1
59	Taylor Park Community Center	1050 Baltimore St.	2	6	2	5	8	1	0
60	Technology Center - MIT	651 Church St.	8	0	0	6	14	0	0
61	Telecommunications Bldg.	107 S. Royal St.	11	0	1	5	11	6	0
62	Tillman's Corner Community Center	5055 Carol Plantation Rd.	5	4	2	5	6	2	0
63	Toulminville Library	601 Stanton Rd.	11	2	0	4	22	0	0
64	Tricksey Senior Center	3100 Bank Ave.	5	0	3	5	8	2	0
65	West Regional Library	5555 Grelot Rd.	41	10	3	16	11	20	0
66	Western Admin Complex (WAC)	4851 Museum Dr.	10	2	26	9	44	0	0

Service Contractor to verify Devise List

END OF SECTION

EXHIBIT B – BID FORM Revised 1/26/2026

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – VARIOUS LOCTIONS – FIRE ALARM INSPECTION, MAINTENANCE & REPAIR

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-018-26

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile Building Services Department, dated January 14, 2026, and all subsequent Addenda thereto, as verified by the Bidder prior to submission of this Proposal and which are hereby acknowledged, the Undersigned Bidder,

COMPANY NAME: Arena Fire Protection Inc

ADDRESS: 10023 Lifeline Ct, Mobile, AL 36608

PHONE: 228-588-3440 **EMAIL:** Ty@arenafire.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 79488

CITY OF MOBILE VENDOR NUMBER: 294594

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 139800

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[X] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. BASE BID – As specified in Scope of Work

BASE BID – SERVICE AND MAINTENANCE - shall be based on the following. All totals should be rounded to the nearest whole dollar:

	FACILITY	YEAR 1	YEAR 2	YEAR 3	TOTAL
1	200 Government St.	$ 1000	$ 1000	$ 1000	$ 3000.00
2	311 Building	$ 400	$ 400	$ 400	$ 1200.00
3	Animal Shelter	$ 400	$ 400	$ 400	$ 1200.00
4	Azalea City Golf Course Clubhouse	$ 700	$ 700	$ 700	$ 2100.00
5	Azalea City Golf Course Maintenance Bldg.	$ 450	$ 450	$ 450	$ 1350.00
6	Azalea Road Complex (BIC)	$ 500	$ 500	$ 500	$ 1500.00
7	Ben May Library	$ 1000	$ 1000	$ 1000	$ 3000.00
8	Connie Hudson Senior Center	$ 800	$ 800	$ 800	$ 2400.00
9	Dotch Community Center	$ 350	$ 350	$ 350	$ 1050.00
10	Fire Prevention Bureau	$ 1000	$ 1000	$ 1000	$ 3000.00
11	Fire Station #1 – Freeman	$ 375	$ 375	$ 375	$ 1125.00
12	Fire Station #7 – Seelhorst	$ 375	$ 375	$ 375	$ 1125.00
13	Fire Station #9 – Husband	$ 375	$ 375	$ 375	$ 1125.00
14	Fire Station #12 - Crichton	$ 600	$ 600	$ 600	$ 1800.00
15	Fire Station #16 – Lathan	$ 400	$ 400	$ 400	$ 1200.00
16	Fire Station #18 – Springhill	$ 600	$ 600	$ 600	$ 1800.00
17	Fire Station #28 - Berger	$ 900	$ 900	$ 900	$ 2700.00
18	Public Safety Complex	$ 500	$ 500	$ 500	$ 1500.00
19	Fort Conde	$ 500	$ 500	$ 500	$ 1500.00
20	Gulf Coast Exploreum	$ 1700	$ 1700	$ 1700	$ 5100.00
21	Nation Maritime Museum of the Gulf	$ 3500	$ 3500	$ 3500	$ 10,500.00
22	Harmon Recreation Center	$ 400	$ 400	$ 400	$ 1200.00
23	Hillsdale Community Center	$ 400	$ 400	$ 400	$ 1200.00
24	History Museum of Mobile	$ 2300	$ 2300	$ 2300	$ 6900.00
25	Hope Community Center	$ 400	$ 400	$ 400	$ 1200.00
26	Hurtel Street Admin Complex	$ 950	$ 950	$ 950	$ 2850.00
27	James Seals Recreation Center	$ 400	$ 400	$ 400	$ 1200.00
28	Joe Jefferson Playhouse	$ 400	$ 400	$ 400	$ 1200.00
29	Library Administration Building	$ 400	$ 400	$ 400	$ 1200.00
30	Local History & Genealogy Library	$ 400	$ 400	$ 400	$ 1200.00
31	Lyons Park Tennis Center	$ 400	$ 400	$ 400	$ 1200.00
32	Medal of Honor Gymnastic Center	$ 400	$ 400	$ 400	$ 1200.00
33	Michael Figures Community Center	$ 400	$ 400	$ 400	$ 1200.00
34	Michael Dow Amphitheater	$ 400	$ 400	$ 400	$ 1200.00
35	Mobile Convention Center	$ 7100	$ 7100	$ 7100	$ 21,300.00
36	Mobile Metro Fire Arms Center	$ 500	$ 500	$ 500	$ 1500.00
37	Mobile Museum of Art	$ 3900	$ 3900	$ 3900	$ 11,700.00
38	Mobile, Alabama Cruise Terminal	$ 2000	$ 2000	$ 2000	$ 6,000.00
39	Municipal Archives	$ 600	$ 600	$ 600	$ 1800.00
40	Oakleigh House Museum	$ 400	$ 400	$ 400	$ 1200.00
41	Parkway Branch Library	$ 400	$ 400	$ 400	$ 1200.00
42	Parkway S.A.I.L. Center	$ 400	$ 400	$ 400	$ 1200.00
43	Playhouse in the Park	$ 400	$ 400	$ 400	$ 1200.00
44	Police Precinct #1	$ 450	$ 450	$ 450	$ 1350.00
45	Police Precinct #2	$ 450.00	$ 450	$ 450	$ 1350.00
46	Police Precinct #3	$ 450	$ 450	$ 450	$ 1350.00
47	Police Academy	$ 450	$ 450	$ 450	$ 1350.00
48	Police Headquarters	$ 600	$ 600	$ 600	$ 1800.00
49	Police Impound Lot	$ 400	$ 400	$ 400	$ 1200.00
50	Police Special Ops Building	$ 500	$ 500	$ 500	$ 1500.00
51	Quigley House Museum	$ 400	$ 400	$ 400	$ 1200.00
52	Richards DAR House Museum	$ 400	$ 400	$ 400	$ 1200.00
53	Rickarby Recreation Center	$ 400	$ 400	$ 400	$ 1200.00
54	Saenger Theater	$ 1200	$ 1200	$ 1200	$ 3600.00
55	Special Events Building	$ 400	$ 400	$ 400	$ 1200.00
56	Springhill Recreation Center	$ 400	$ 400	$ 400	$ 1200.00
57	Sullivan Recreation Center	$ 400	$ 400	$ 400	$ 1200.00
58	Tardy Cottage	$ 400	$ 400	$ 400	$ 1200.00

59	Taylor Park Community Center	$ 400	$ 400	$ 400	$ 1200.00
60	Technology Center - MIT	$ 400	$ 400	$ 400	$ 1200.00
61	Telecommunications Bldg.	$ 500	$ 500	$ 500	$ 1500.00
62	Tillman's Corner Community Center	$ 400	$ 400	$ 400	$ 1200.00
63	Toulminville Library	$ 550	$ 550	$ 550	$ 1650.00
64	Tricksey Senior Center	$ 400	$ 400	$ 400	$ 1200.00
65	West Regional Library	$ 1200	$ 1200	$ 1200	$ 3600.00
66	Western Admin Complex (WAC)	$ 1000	$ 1000	$ 1000	$ 3000.00
67	Fire Station #20 – Petrey	$ 250	$ 250	$ 250	$ 750.00
68	MPD Mounted Unit – Grand Bay	$ 400	$ 400	$ 400	$ 1200.00
69	Arena Parking Garage	$ 700	$ 700	$ 700	$ 2100.00
70	Parks HQ	$ 300	$ 300	$ 300	$ 900.00
71	Electrical Department	$ 300	$ 300	$ 300	$ 900.00
72	Public Works Paint and Body	$ 300	$ 300	$ 300	$ 900.00
TOTALS		$ 54,175	$ 54,175	$ 54,175	$ 162,525

2. CONTRACT SUM:

The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, the sum as follows:

Year 1 (Initial Term):
Fifty Four thousand one hundred seventy five and 00/100 Dollars $ 54,175.00
(Amount in Words) (Amount in Numbers)

Year 2 (First Additional Term):
Fifty Four thousand one hundred seventy five and 00/100 Dollars $ 54,175.00
(Amount in Words) (Amount in Numbers)

Year 3 (Second Additional Term):
Fifty Four thousand one hundred seventy five and 00/100 Dollars $ 54,175.00
(Amount in Words) (Amount in Numbers)

Total (Year 1+ Year 2+ Year 3):
one hundred sixty two thousand five hundred twenty five and 00/100 Dollars $ 162,525.00
(Amount in Words) (Amount in Numbers)

*Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3. ADDITIONAL SERVICES:

UNIT PRICES – for Additional Services as specified in Exhibit A - Scope of Work:

The City of Mobile may also request additional services at varied frequencies, as needed, as directed. The Service Contractor shall give written notice to the City and obtain written authorization from the City before commencing such Services. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (7am to 5pm, Monday through Friday):

Year 1: $ 75.00 per hour; Year 2: $ 75.00 per hour; Year 3: $ 75.00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):

Year 1: $ 112.50 per hour; Year 2: $ 112.50 per hour; Year 3: $ 112.50 per hour

C. Overtime Holidays (Bidder's Holidays):

Year 1: $ 150.00 per hour; Year 2: $ 150.00 per hour; Year 3: $ 150.00 per hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus Fifteen percent (15%).

* Direct cost shall be based on the invoiced amount from supplier/manufacturer and shall include all shipping/delivery costs and all applicable sales and use taxes.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

5. BID INCLUDES:
Addendum Number 1, Dated 1-26-26
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

6. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991, and as amended December 18, 2018.

QUESTIONS: To be answered by all vendors (regardless of whether intending to claim a preference):

A. Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above.
Police Jurisdiction - 10023 Lifeline Ct, Mobile, AL 36608

B. If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so, please describe.
N/A

C. Should the City consider your business: woman-owned, a small business, minority owned, veteran-owned, or disadvantaged-owned? No. If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

7. REFERENCES: Please list a minimum of three (3) professional references, contract information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1
Company Name: Flow Innovations
Company Address: PO Box 480, Satsuma, AL 36572
Telephone: 228-588-3440
Type of Work: Fire Pump Systems
Dates: 2013 - Present

B. Reference #2
Company Name: Ferguson Fire and Fabrication
Company Address: 5370 East Rite Rd, Theodore, AL 36582
Telephone: 251-338-7763
Type of Work: Material and Fabrication
Dates: 2010 - Present

C. Reference #3
Company Name: Hydrotechnologies
Company Address: PO Box 16984, Mobile, AL 36616
Telephone: 251-478-1104
Type of Work: Fire Pump Systems
Dates: 2010 - Present

8. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Subcontracting & Major Supplier Plan, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

9. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Arena Fire Protection Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jeremy Davidson
(Typed)

TITLE Vice President
(Typed)

DATE February 3, 20 26

Sworn to and subscribed before me this 3 **day of** February, 2026

_____
Notary Public

JENNIFER WELCH
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
JUNE 30, 2029

Addendum No. 1

To: Service Contract Providers

From: David Stultz
City of Mobile Building Services Department - Contract Administrator

Re: Service Contract – Various Locations – Fire Alarm Inspection, Maintenance & Repair

Project #SC-018-26

Date: January 26, 2026

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated January 14, 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 Bidder to disqualification.**

General:

Item 1. The Pre-Bid Conference Agenda and Attendance Roster, dated January 21, form part of Addendum No. 1 as Exhibit A.

Item 2. Five facilities will need to be added in the bid process.
Fire Station #20 – Petrey, MPD Mounted Unit – Grand Bay, Arena Parking Garage, Parks HQ, Public Works Paint and Body, and the Electrical Department.
All available information for each facility has been included below. This will be the first maintenance inspection for the Arena Parking Garage, so a devise list is not currently available. Parks HQ, Electrical Department, and Public Works Paint and Body are older systems with no records on file. Site visits can be scheduled by written notice to the Contract Administrator.
All bids are to be recorded within this Addendum below in Exhibit B – Bid Form.

	FACILITY	ADDRESS	ESTIMATED SQ. FEET
67	Fire Station #20 – Petrey	3471 Dauphin Island Parkway	2,500
68	MPD Mounted Unit – Grand Bay	6160 Gaston Loop, Grand Bay AL, 36541	3,500
69	Arena Parking Garage	200 S. Claiborne Street	1,000 parking spaces
70	Parks HQ	48 N. Sage	14,500
71	Electrical Department	854 Gayle St.	15,400
72	Public Works Paint and Body	901 Kelly St.	20,800

	FACILITY	ADDRESS	PANEL TYPE
67	Fire Station # 20- Petrey	3471 Dauphin Island Parkway	Napco Magnum MA3000
68	MPD Mounted Unit – Grand Bay	6160 Gaston Loop, Grand Bay AL, 36541	Honeywell HPF-PS6

69	Arena Parking Garage	200 S. Claiborne Street	Edwards O-Series
70	Parks HQ	48 N. Sage	DMP XR5FC
71	Electrical Department	854 Gayle St.	DMP XR5FC
72	Public Works Paint and Body	901 Kelly St.	DMP XR5FC

	FACILITY	ADDRESS	AUDIO/VISUAL	DUCT DETECTORS	HEAT DETECTORS	PULL STATIONS	PHOTO SMOKE DETECTORS	VISUAL STROBE	HORNS
67	Fire Station #20 – Petrey	3471 Dauphin Island Parkway	0	0	1	0	1	0	0
68	MPD Mounted Unit – Grand Bay	6160 Gaston Loop, Grand Bay	1	0	2	1	0	1	0
69	Arena Parking Garage	200 S. Claiborne Street							
70	Parks HQ	48 N. Sage							
71	Electrical Department	854 Gayle St.							
72	Public Works Paint and Body	901 Kelly St.							

Exhibit A

ATTENDANCE ROSTER

PURPOSE	PROJECT	LOCATION	DATE
Pre-Bid Conference	SC-018-26 Service Contract - Various Locations - Fire Alarm Inspection, Maintenance & Repair	205 Government Street, South Tower, 5th Floor REAM Confrence Room	1/21/2026

NAME	ORGANIZATION	OFFICE	CELL	EMAIL
David Stultz	City of Mobile		251-709-1428	david.stultz@cityofmobile.gov
Phillip Gunter	Arena Fire Protection		251-489-9957	fp@arenafire.com
Jack Courtney	Hiller Fire		251-455-0533	jcourtney@hillercompanies.com
Justin Strum	VSC Fire and Security		317-468-5416	jstrum@vscfire.com
James Yarbrough	Firetrol Protection Systems		251-300-7382	jyarbrough@firetrol.net
Shawn Meek	City of Mobile		251-358-1412	shawn.meek@cityofmobile.gov
Katrina Englett	AIS		251-753-0596	kenglett@aisprotect.com

Service Contract – Various City Locations – Fire Alarm Inspection, Maintenance & Repair

Project # SC-018-26
PRE-BID Meeting

10:00am Wednesday, January 21, 2026
205 Government Street, Mobile, Alabama 36602

AGENDA

Attendance roster: Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
Introductions – Building Services Department, Service Contract Administrator: David Stultz 251-709-1428 cell; david.stultz@cityofmobile.gov

Discussion on the Scope of Work:

1. The scope of this project is to:
2. Provide a Base Bid for all Inspections required for the Fire Alarm System at various locations throughout the City as outlined in the Scope of Work, Exhibit A
3. Unit Pricing as specified on the Bid Form for labor and parts outside the Scope of Work
4. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
5. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall provide a monthly schedule to Building Services so site personnel can be informed, or arrangements can be made to access locked facilities.
6. Site access shall be limited to pre-approved locations agreed upon in advance by Building Services. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
7. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
8. Any proposed changes to the Scope of Work shall be submitted to the Building Services Contract Administrator for approval in advance of commencement of any work.
9. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities' work hours shall be 8am to 4pm.
10. Upon coordination with the Building Services Contract Administrator, Contractor shall start with the project within 10 days following the written Notice to Proceed.
11. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

Bidding instructions, forms, special requirements and time:

1. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Stultz at david.stultz@cityofmobile.gov
2. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Contract Administrator shall issue all addenda.
3. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
4. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a

Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid.

5. Receipt of Sealed Bids shall be Wednesday, February 4, 2026, no later than 2:00 pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm on the same day in the Atrium Lobby.
6. Bids shall be submitted only on a copy of the Bid Form included in the Project Manual, and shall include all required forms requested, as applicable. Bids submitted digitally or without the proper documentation or envelope shall be rejected.

Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with all endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

Payment requirements.

1. Invoices for services rendered shall be submitted monthly by the Service Contractor to the Building Services Contract Administrator and all Invoices shall be received no later than the 25th day for the month in service.

Review of Scope of Work Exhibits

Adjourn

EXHBIT C – CITY OF MOBILE INSURANCE REQUIREMENTS

Contractor

Insurance – For the duration of this agreement, the Contractor 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. Employers 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, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limits 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 for each accident for bodily injury and/or property damage.

D. Excess/ Umbrella Liability Insurance

1. Provide 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 for each occurrence for bodily injury or property damage.

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 polices of insurance shall be endorsed to waive rights of subrogation in favor of the 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.

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.

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
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Chelsea Lima-Dalessandro
PHONE (A/C, No, Ext): (321) 257-7971 FAX (A/C, No):
E-MAIL ADDRESS: chelsea.lima-dalessandro@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Casualty and Surety Company	19038
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Impact Fire Services LLC
fka Arena Fire Protection
10023 Lifeline Ct.
Mobile, AL 36608

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 X Contractual Liab Per X Policy Provisions GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ECP203689415	2/14/2026	2/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG XCU Included	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP5810B596	2/14/2026	2/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			FFX203689515	2/14/2026	2/14/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
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		UBC195419125	2/14/2026	2/14/2027	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	Leased/Rented Equip			UM00083282MA26A	2/14/2026	2/14/2027	$300k Max/Per Item	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: #SC-018-26 | Service Contract - Various Locations - Fire Alarm Inspection, Maintenance & Repair
Arena Fire Protection assets only were acquired on 01/31/26. Coverages do not apply to jobs completed prior to 01/31/26.

City of Mobile are Additional Insureds with respect to General Liability policy provisions on a Primary and Non-contributory basis, including ongoing and completed operations, when required by written contract or agreement. Waiver of Subrogation applies with respect to General Liability Auto Liability and Workers' Compensation, when required by written contract or agreement. Excess Liability Follow Form per policy provisions over General Liability, Auto Liability and Employer's Liability. Thirty (30) days' Notice of cancellation per policy provisions. Except Ten (10) days' Notice of non-payment of premium.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile
P.O. 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

- A221073

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AGENCY CUSTOMER ID: IMPAFAC-01 BOLGERN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America		Impact Fire Services LLC fka Arena Fire Protection 10023 Lifeline Ct. Mobile, AL 36608
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:
Leased/Rented Equipment Policy #UM00083282MA26A, XL Specialty Insurance Company, Effective 02/14/26 to 02/14/27, Limits $100,000 Per Item / $300,000 Max Agg

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POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2036894-15	2/14/2026	Nautilus Insurance Company
NAMED INSURED Impact Fire Services LLC 1 Chisholm Trail Rd., Suite 330 Round Rock, TX 78681		**AUTHORIZED REPRESENTATIVE** 
COVERAGE PARTS AFFECTED: Coverage A, B & D		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured-Owners, Lessees or Contractors-Automatic Status-Completed Operations-Coverage A, B & D

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional insured on this policy; and

2. Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the products-completed operations hazard which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury** or **property damage** under SECTION I – COVERAGE A – **BODILY INJURY** AND **PROPERTY DAMAGE** LIABILITY,

Coverage D – Contractors Pollution Legal Liability and – Microbial Substance Contractors

Pollution Liability, directly caused by **your work** performed for the additional insured described in Paragraph 1. or 2. above, and included in the **products-completed operations** hazard.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such

additional

insured; and

c. Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION IV – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – Policy Conditions:

1. Duties -- Additional Insured

An additional insured must see to it that:

a. We are notified in writing as soon as practicable of an occurrence which may result in a claim or suit;

b. We receive written notice of a claim or suit as soon as practicable; and

c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not

apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires

that this coverage be primary and noncontributory.

V. SECTION V – CONDITION 14. – Other Insurance is amended by the addition of the following which 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 a person(s) or

organization(s) included as an additional insured under this endorsement provided that:

1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this policy period, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of your work included in the **products-completed operations** hazard which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

All other terms and conditions remain unchanged.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2036894-15	2/14/2026	Nautilus Insurance Company
NAMED INSURED Impact Fire Services LLC 1 Chisholm Trail Rd., Suite 330 Round Rock, TX 78681		**AUTHORIZED REPRESENTATIVE** 
COVERAGE PARTS AFFECTED: Coverage A, B & D		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured-Owners, Lessees or Contractors-Automatic Status-Ongoing Operations-Coverage A,B & D
ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional insured on this policy; and

2. Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury** or **property damage** under SECTION I – COVERAGE A – **BODILY INJURY** AND **PROPERTY DAMAGE** LIABILITY,

Coverage D. – Contractors Pollution Legal Liability and – Microbial Substance Contractors

Pollution Liability, or **personal injury** or **advertising injury** under SECTION I - COVERAGE B – PERSONAL AND

ADVERTISING INJURY LIABILITY directly caused by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional

insured, and

c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. **Bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

b. **Bodily injury** or **property damage** occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION IV – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V –

Policy Conditions:

1. Duties -- Additional Insured

An additional insured must see to it that:

a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a claim or suit;

b. We receive written notice of a claim or suit as soon as practicable; and

c. A request for defense and indemnity of the claim or suit will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the contract or agreement requires

that this coverage be primary and noncontributory.

V. SECTION V – CONDITION 14. – Other Insurance is amended by the addition of the following which 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 a person(s) or

organization(s) included as an additional insured under this endorsement provided that:

1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement, in effect during this policy period, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured person(s)

or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional insured is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

All other terms and conditions remain unchanged.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
ECP2036894-15	2/14/2026	Nautilus Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Impact Fire Services LLC 1 Chisholm Trail Rd., Suite 330 Round Rock, TX 78681	

COVERAGE PARTS AFFECTED:

Coverage A, B & D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Subrogation-Automatic Status-Coverage A, B & D

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 12. Transfer of Rights of Recovery Against Others to Us of SECTION V – POLICY CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND

ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY under this policy.

Such waiver by us applies only if:

1. The insured has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and

2. The insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a SCHEDULE of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NOTICE OF CANCELLATION TO DESIGNATED ENTITIES

SCHEDULE

Name of Person(s) or Organization(s)
Per written request(s) of the named insured on file with the company.

In consideration of an additional premium of $150 and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood if the Company cancels this policy on or before the expiration date of the policy, the Company will mail or deliver to the person(s) or organization(s) shown in the schedule above, written notice of cancellation to the address included above not less than 30 days prior to the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply for the following reasons:

a. non-payment of premium, or

b. the policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

XXX B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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Policy #CAP5810B596

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION XXXX

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: CAP5810B596

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** ___ 30___

WHEN WE DO NOT RENEW (Non renewal): **Number of Days Notice:** ___ 30___

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, **AFTER** THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT **LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.**

ADDRESS: **THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN REQUEST FROM YOU SUCH WRITTEN TO US.**

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UBC195419125

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
FFX2036895-15	2/14/2026	Nautilus Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Impact Fire Services LLC 1 Chisholm Trail Rd, Suite 330 Round Rock, TX 78681	

COVERAGE PARTS AFFECTED:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDER OF COVERAGE AND CONTRIBUTION-OTHER INSURANCE CONDITION AUTOMATIC STATUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDER OF COVERAGE AND CONTRIBUTION – OTHER INSURANCE CONDITION AUTOMATIC STATUS

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
FFX203689515	02/14/2026	02/14/2027	02/14/2026

This endorsement modifies insurance provided under the following:

FOLLOW FORM EXCESS LIABILITY COVERAGE FORM

Paragraph **8. Other Insurance** of **SECTION III – CONDITIONS** is deleted and replaced by the following:

1. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Form.

(2) If youagree in a written contract or written agreement, in effect during this policy period, that the insurance provided to any person(s) or organization(s) that qualifies as an additional insured under this insurance must apply on a primary basis, or a primary and noncontributory basis, then insurance under this policy is subject to the following provisions:

i. This insurance will apply before any other insurance that is available to such additional insured which covers that person or organization as a Named Insured; and

ii. We will not seek contribution from that other insurance, provided that the **injury or damage** for which coverage is sought is caused by an **event** that takes place or is committed subsequent to the signing of that contract or agreement by you.

However, this provision does not apply if the other insurance available to the additional insured person(s) or organization(s) is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

This insurance, in all cases, will always apply after the Commercial Liability Coverages shown in the Schedule of Underlying Insurance.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the **ultimate net loss** that exceeds:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Form; plus

The total of all deductible and self-insured amounts under all that other insurance

All other terms and conditions remain unchanged.

Company ID Number: 406479

Approved by:

Employer Arena Fire Protection Inc.	
Name (Please Type or Print) Jeremy L Davidson	Title
Signature Electronically Signed	Date 04/05/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/05/2011

Company ID Number: 406479

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Arena Fire Protection Inc.
Company Facility Address	21312 Stateline Rd Moss Point, MS 39562
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	640932306
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Arena Fire Protection
Address	10023 Lifeline CT Mobile AL 36608
Telephone	228-588-3440
E-Mail	ty@arenafire.com

RFP RFQ Solicitation Number	SC-018-26
Project Description	Fire Alarm Inspection Maintenance Repair
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ____ Female ____ Minority ____ Non-minority ____ SDVO ____ Total #of Employees 50

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Davidson

Signature: [signature] Date: 2-5-26

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: _____ Title: _____

Email: _____ Phone: _____

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:Archmique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Arena Your Bid/Proposal Amount $_____ Date: 2-5-26

____/____/____ Description_____

Name of Bidder/Proposer: _____

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
N/A						

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
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.

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.

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. _____

_____

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Arena Fire Protection Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

10023 Lifeline Ct

Requester's name and address (optional)

6 City, state, and ZIP code

Mobile, AL 36608

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	4	–	0	9	3	2	3	0	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 1/31/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 56240

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ARENA FIRE PROTECTION INC

MOBILE, AL 36608

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

M-S: FIRE SPRINKLER SYSTEMS, REP: RECIPROCITY STATE OF MISSISSIPPI

until **December 31, 2026** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

225178

5th day of **December, 2025**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

STATE OF ALABAMA

MOBILE COUNTY

CONTROL NO.
9463312

LICENSE NO.
2602297

ACCOUNT NO.
543562

ISSUED TO:

ARENA FIRE PROTECTION INC

10023 LIFELINE CT

MOBILE, AL 36608

LICENSE YEAR
2025-2026

DATE ISSUED		
10	10	2025
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
10023 LIFELINE CT
MOBILE, AL 36608-0000

EXPIRES
9/30/2026
RENEW IN OCTOBER

RL:
U114 - #9463312 - T2 - P5725327 - M2

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS ($200k+)	375.00	2.25	0.00	0.00	0.00	377.25

	TOTAL	377.25
	MAIL FEE	1.00
	TOTAL WITH MAIL FEE	378.25

TRANSFER OF LICENSE
Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Issuing Authority

Kathleen D. Baxter
State Comptroller

Vernon Barnett
Commissioner of Revenue

NICK MATRANGA
Issuing Authority

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st

Mobile Fire-Rescue Department
Bureau of Fire Prevention

FIRE

Permit Number: FIRE-151524-2025
Issue Date: 03/17/2025

Fire Annual Fire Alarm Contractor

Business Name: Arena Fire Protection Inc

Business Address: Po Box 460
Hurley, MS 39555

This is to certify that: David Miller

OF: Arena Fire Protection Inc

has presented proof of certification to perform work on fire protection systems and has met the minimum requirements approved by the Mobile Fire-Rescue Department, in accordance with the provisions of the Fire Code of the City of Mobile.

By so doing, the above named applicant has qualified to engage in the installation, repa alteration, addition, maintenance or inspection of fire protection systems in the City of Mobile. Such permission shall not be construed as authority to violate, cancel or set asi any of the provisions of any other applicable regulations or laws.

Patricia Pettway
Fire Code Official

Mobile Fire-Rescue Department - Bureau of Fire Prevention - Fire Code Administration Division
2851 Old Shell Road Mobile, Alabama 36607 - (251)208-7484
firebureau@cityofmobile.org

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 1/14/26
CityLaw ID: A26-1168 AND A26-1169
Project / Contract Title: SERVICE CONTRACTS - A26-1168 FIRE ALARMS / A26-1169 FIRE SPRINKERS
Vendor / Consultant: INVITATIONS TO BID

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ☐ Other (specify): INVITATION TO BID - INCLUDES CONTRACT AND A THROUGH C

II. LEGAL REVIEW STATUS

■ **Approved as to Legal Form and Compliance** — All submitted documents have been reviewed and approved for legal compliance.

■ *Requires revision before final approval*

III. FOR CIVICPLUS AND ADOBE MATTERS
[The following items were not submitted to Legal for Review]

- ☐ Contract / Agreement / MOU / Easement
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents
- ■ Other (specify): WE RECOMMEND INSERTING INTO THE CONTRACT THE PROVIDED NON-ASSIGNMENT LANGUAGE.

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
1/14/26 — **Date**

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

To: DAVID STULTZ / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 2/19/26
CityLaw ID: A26-1395 AND A26-1396
Project / Contract Title: SERVICE CONTRACTS - FIRE ALARM INSPECTION AND REPAIR / AND FIRE SPRINKER INSPECTION AND REPAIR
Vendor / Consultant: ARENA FIRE PROTECTION INC. / VSC FIRE & SECURITY, INC.

I. DOCUMENTS SUBMITTED FOR LEGAL REVIEW (✓ all that apply)

- ■ Contract / Agreement / MOU / Easement
- ■ Exhibit A – Scope of Work
- ■ Exhibit B – Compensation or Fee Schedule
- ■ Exhibit C – Insurance Requirements
- ■ Certificate of Insurance (COI)
- ■ Endorsements
- ☐ 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
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- ☐ Exhibit C – Insurance Requirements
- ☐ Certificate of Insurance (COI)
- ☐ Endorsements
- ■ Other (specify): PLEASE HAVE ARENA FIRE PROTECTION INC. (1) INCLUDE AN UPDATED/RENEWAL CERTIFICATE OF INSURANCE IN THE PACKAGE FOR SIGNTURE AS THE CURRENT COI IS EXPIRED; AND (2) HAVE THE INSURER REMOVE "ARCHITECTURE ENGINEERING DEPT" FROM THE CERTIFICATE HOLDER BOX IN THE COI. FOR VSC FIRE & SECURITY, THE POLICIES EXPIRE FAIRLY SOON (3/1/26) SO INCLUDE AN UPDATED COI.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ☐ E-Verify documents

V. LEGAL DEPARTMENT SIGN-OFF

BRYAN HORSLEY — **Reviewed By**
2/19/26 — **Date**

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planning Approval
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026**, a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District, on property located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,

3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planning Approval that was approved for said location on **July 20, 2023**. On December 11, 2025, the owner of said property applied for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.** If approved, the major modification will **allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on **July 20, 2023, allowing the expansion of an existing private school in an R-1, Single-Family Residential District,** on property located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025,** the owner of said property applied for a Major Modification of the previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026,** and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026**, considered the request of **UMS Wright Preparatory School,** for a Major Modification of a previously approved Planning Approval **allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: Don Whittington
Sent: Tuesday, March 31, 2026 7:05 AM
To: 'Melissa Nolte'
Subject: RE: UMS 5 Classroom

J.6 H U8506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, Don Whittington [redacted]

1

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003572-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planning Approval allowing the expansion of an existing private school in an R-1, Single-Family Residential District, to allow the expansion of an existing private school in an R-1, Single-Family Residential Suburban District

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$364.04.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

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

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

☐ **Terminating a Previously approved Planned Unit Development**
Checklist E

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

---

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

	Applicant	Agent (If Applicable)
Address:	65 North Mobile Street Al 36607	
Email:	[redacted]	
Phone:	[redacted]	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:	65 N. Mobile St. Mobile Al 3660	

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006165.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

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

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

Applicant or Agent Signature — 12/9/2025 — Date

[redacted]

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

- ☐ Lighting:

The areas of new construction has existing lighting.

- ☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Address: 65 N. Mobile Street, Mobile Al 36607 Zip Code: 36607

Phone: [redacted] Fax: Email: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Pho[redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

Pho[redacted]

Submitted by:

Signature: Don Whittington (Print)

12.9.25 (Date)

Project Manager (Affiliation to project/Organization)

[redacted]

Revised May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANK GIL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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

DOUG BARBER
Designee (1)

[redacted]
Phone Number

TODD MORRIS
Designee (2)

[redacted]
Phone Number

[redacted]
Signature of Company Owner

12/15/2025
Date

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.
2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.
3. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the site plan to our GIS staff. For your convenience, **Tori** has been copied on this message.

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

Re: UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good afternoon,

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

1. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

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If all requirements are fulfilled **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

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2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

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

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

Outlook

UMS Wright Preparatory School (Planning Approval MOD-003572-2025)

[redacted]

Good afternoon,

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

1. **Complete Application:** It appears we're missing the first page of the Planning Commission application. Please upload to the case accordingly.

2. **Owner Authorization:** Please provide an authorization letter issued by UMS Wright Preparatory School explicitly authorizing the person signing the application to act on their behalf.

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

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

If all requirements are fulfilled **by noon on Monday, December 15, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile

[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

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

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

Applicant or Agent Signature — 12/9/2025 — Date

[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

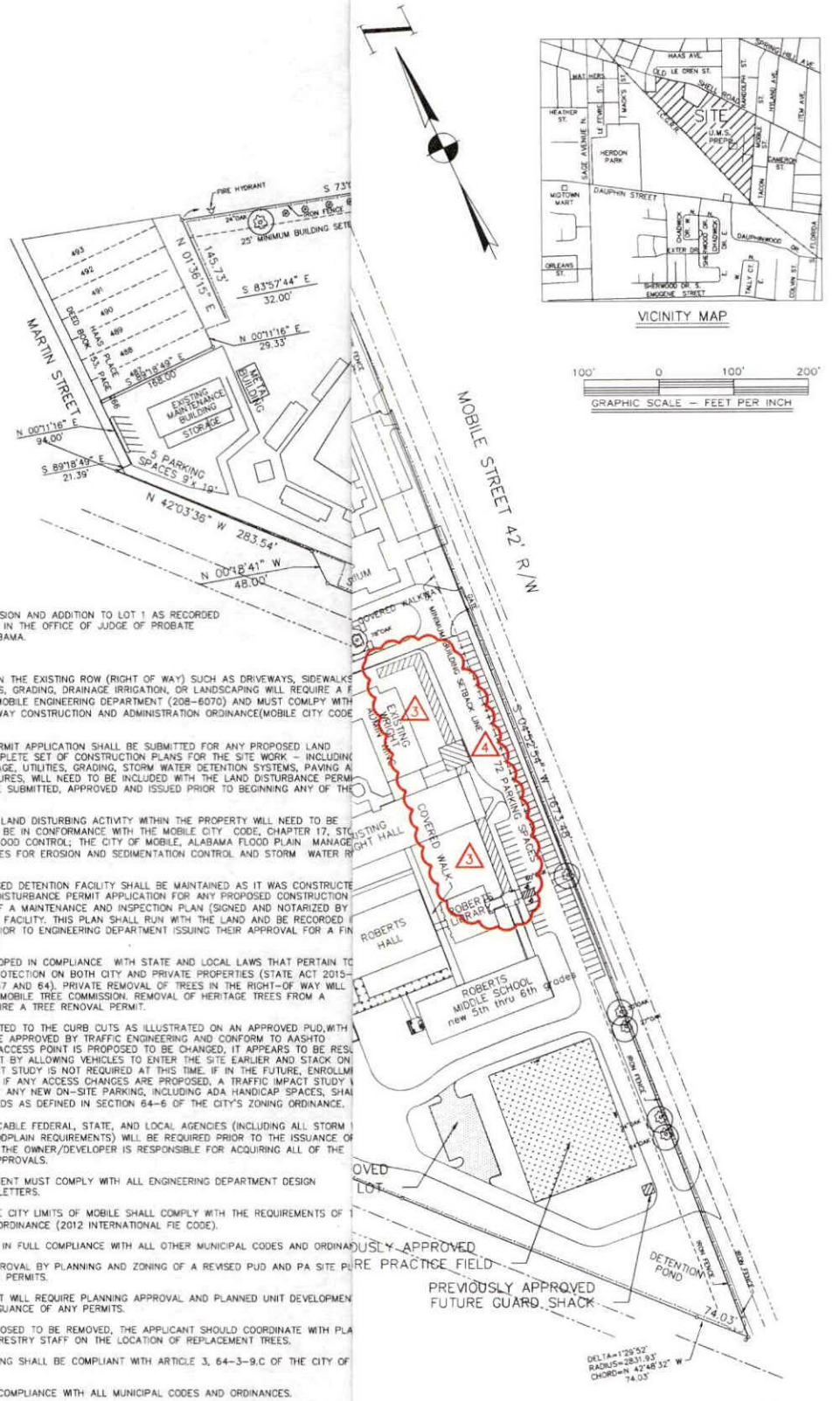
[redacted]

6. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   The new administrative building entrance will be approximately 24 feet to peak of roof.
   Library facade improvements are approximately 30 feet high.
   - ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.
   - ☐ Lighting:
   The areas of new construction has existing lighting.
   - ☐ Hours of operation:
   7:30 AM to 3:00 PM
   - ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The proposed basketball court will not add too or create any of the elements listed above.

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

[redacted]



DESCRIPTION:

LOT 1, UMS–WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A F PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208–6070) AND MUST COMLPY WITH CITY OF MOBILE RIGHT–OF–WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE(MOBILE CITY CODE CHAPTER 57 ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED I COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015– AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT–OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD,WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESU IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON–SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64–6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF T CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64–3–9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

G:\U8506–UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT–PUD 12.8.25.DWG

REVISIONS
REVISED DECEMBER 8, 2025: ADDITION OF BATHROOM, BASKETBALL COURT, COVERED SIDEWALKS AND ENTRAN

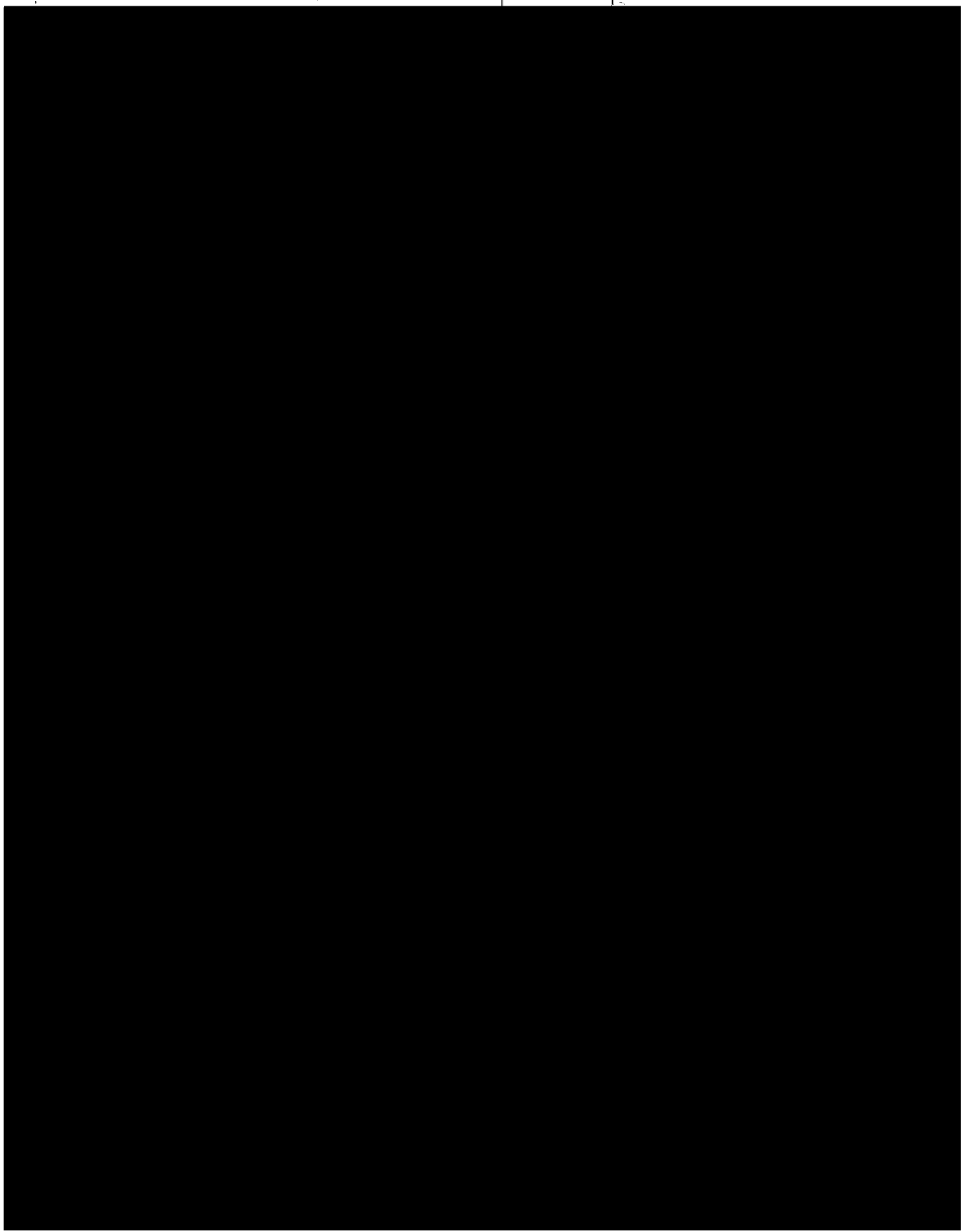
REVISED PUD–00106–2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

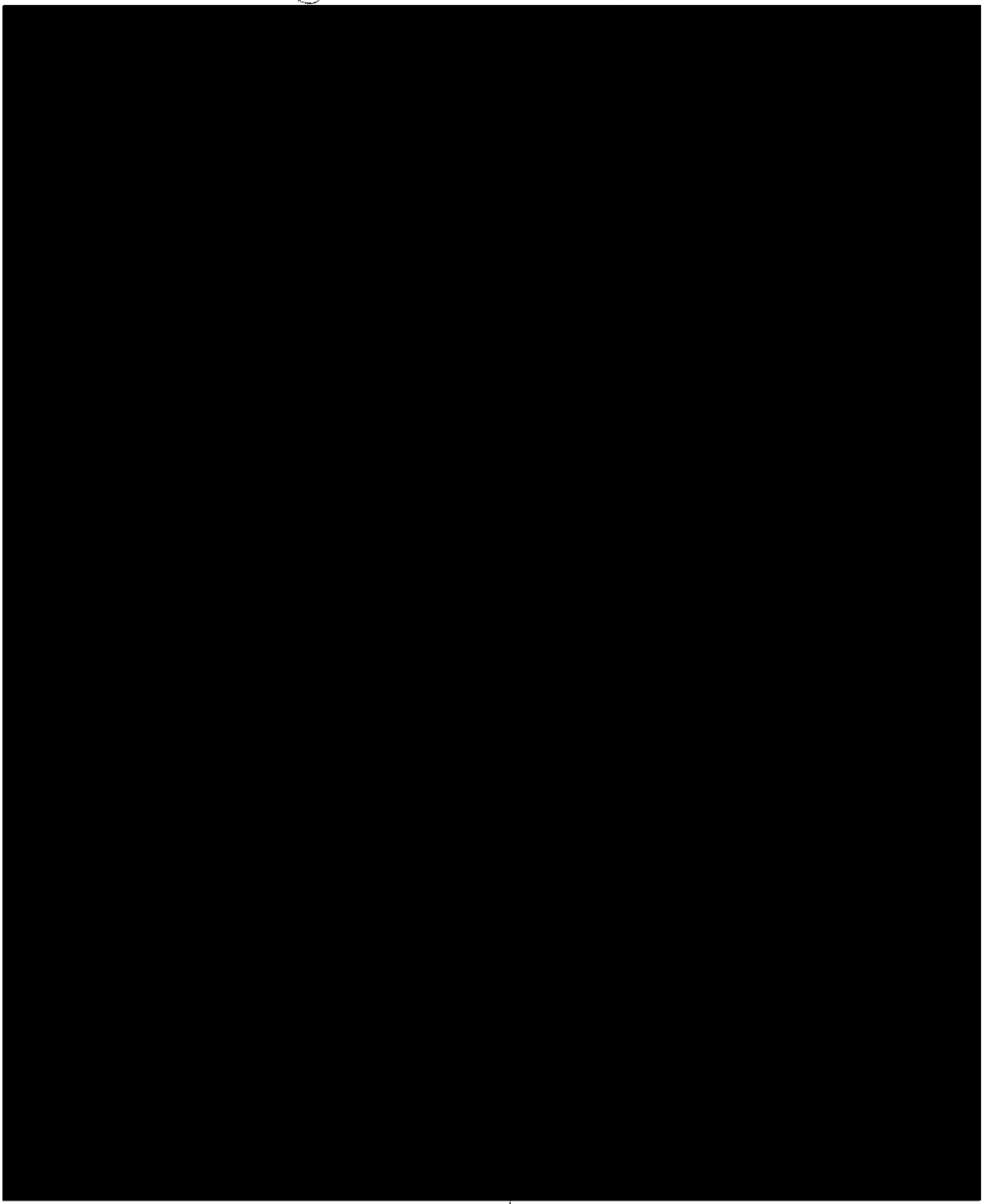
DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1

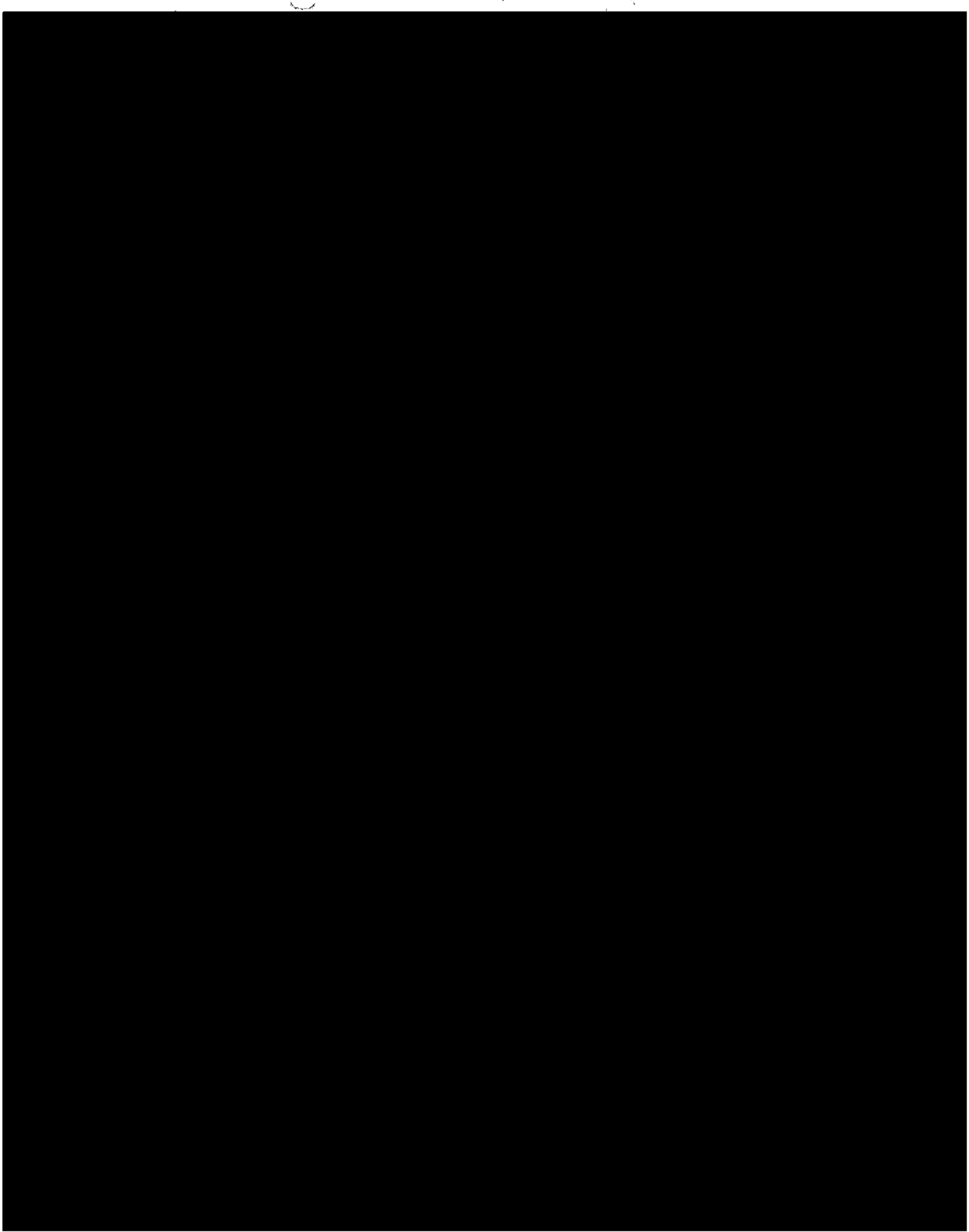
UMS-WRIGHT PREPARATORY SCHOOL

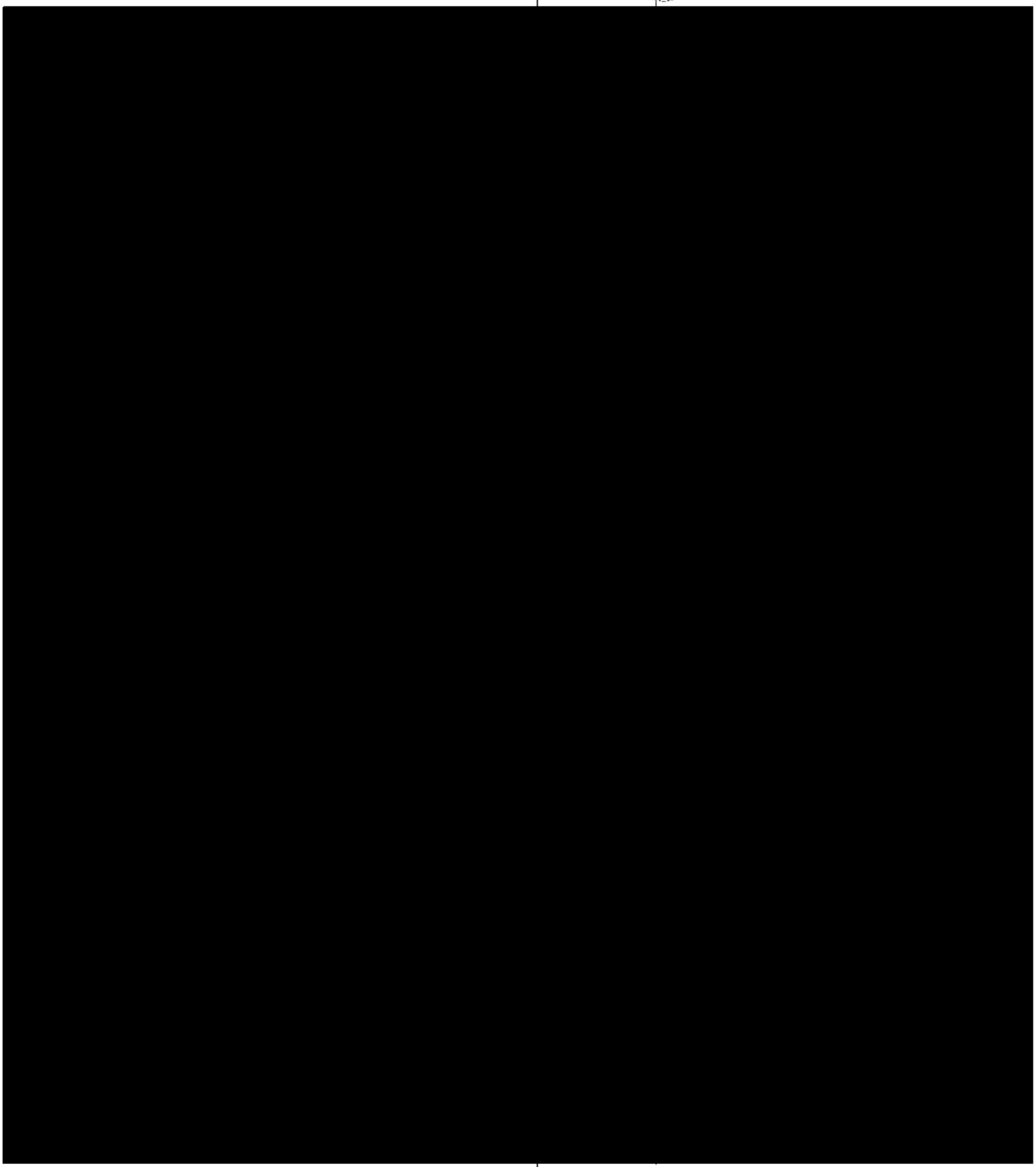
Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.









Planning Commission
January 15, 2026

Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

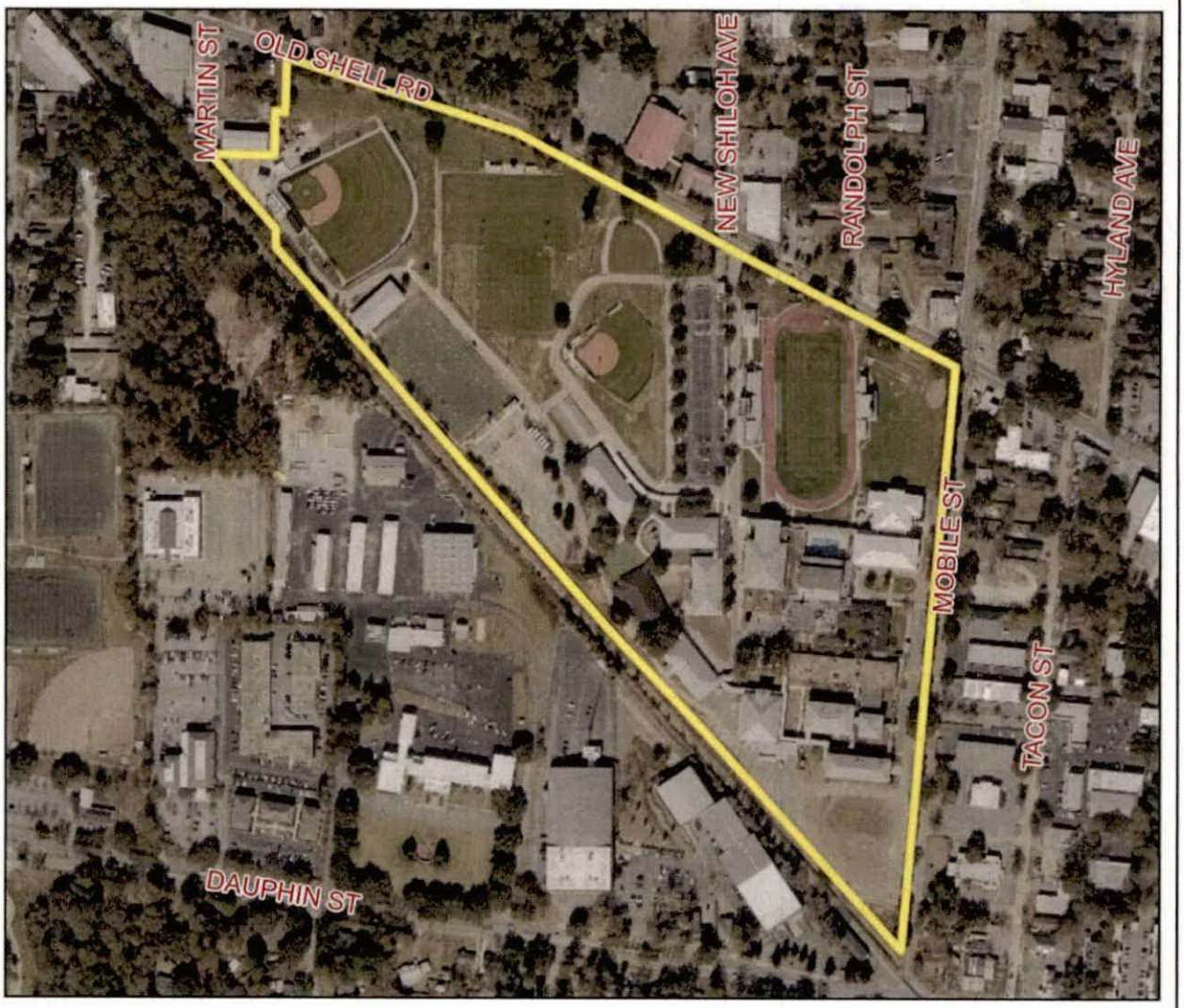
Considerations:

1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

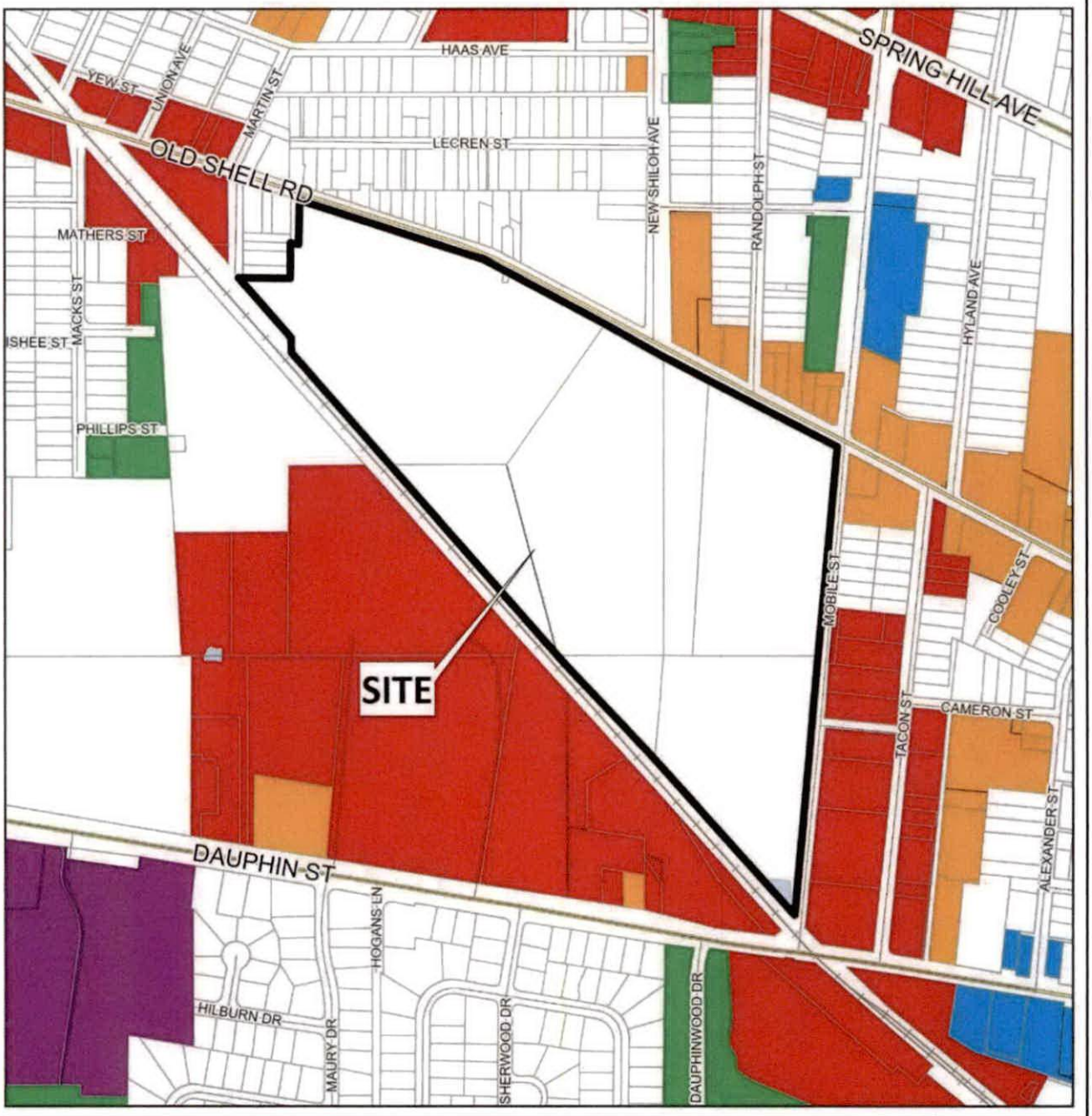
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

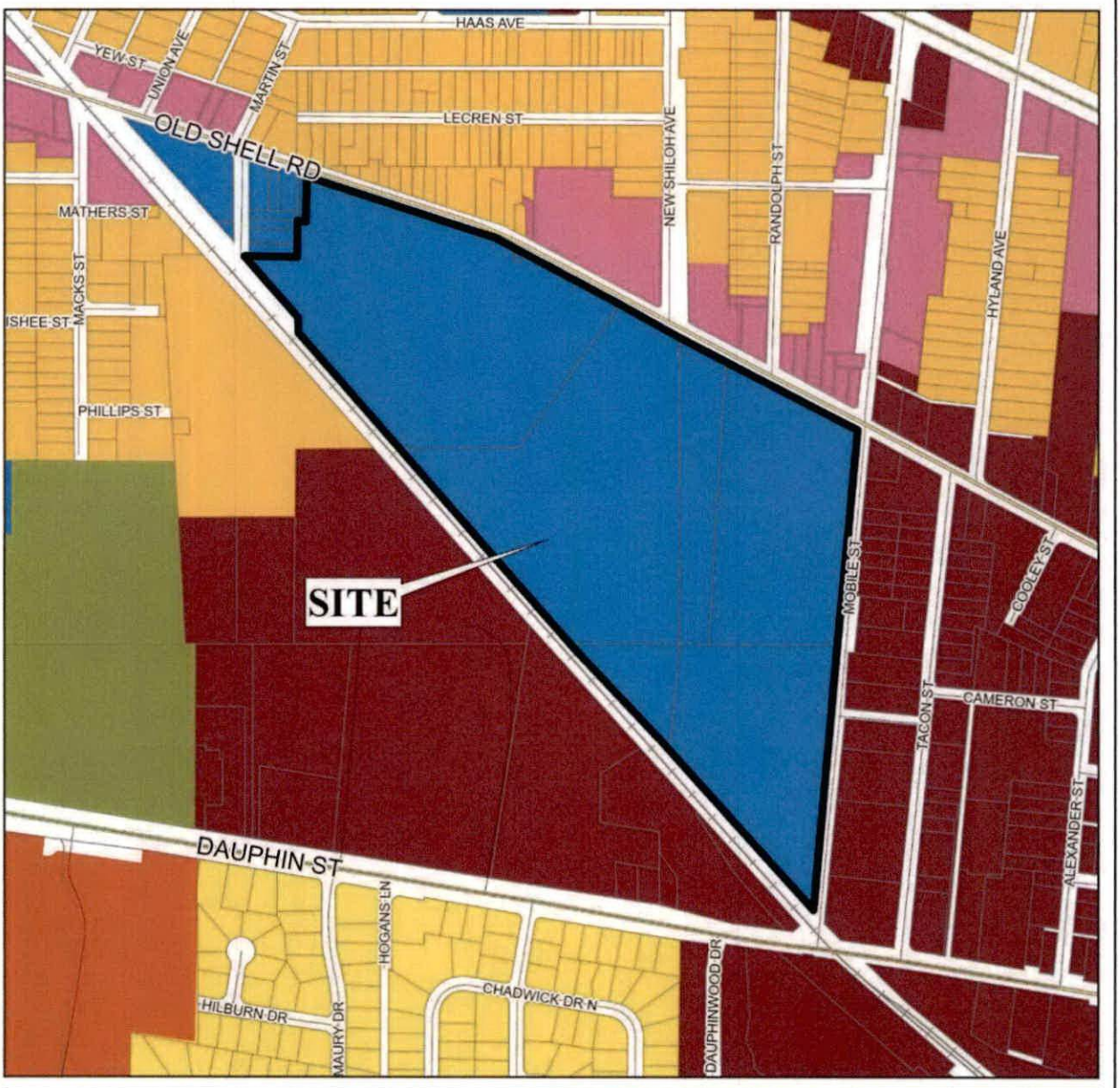
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

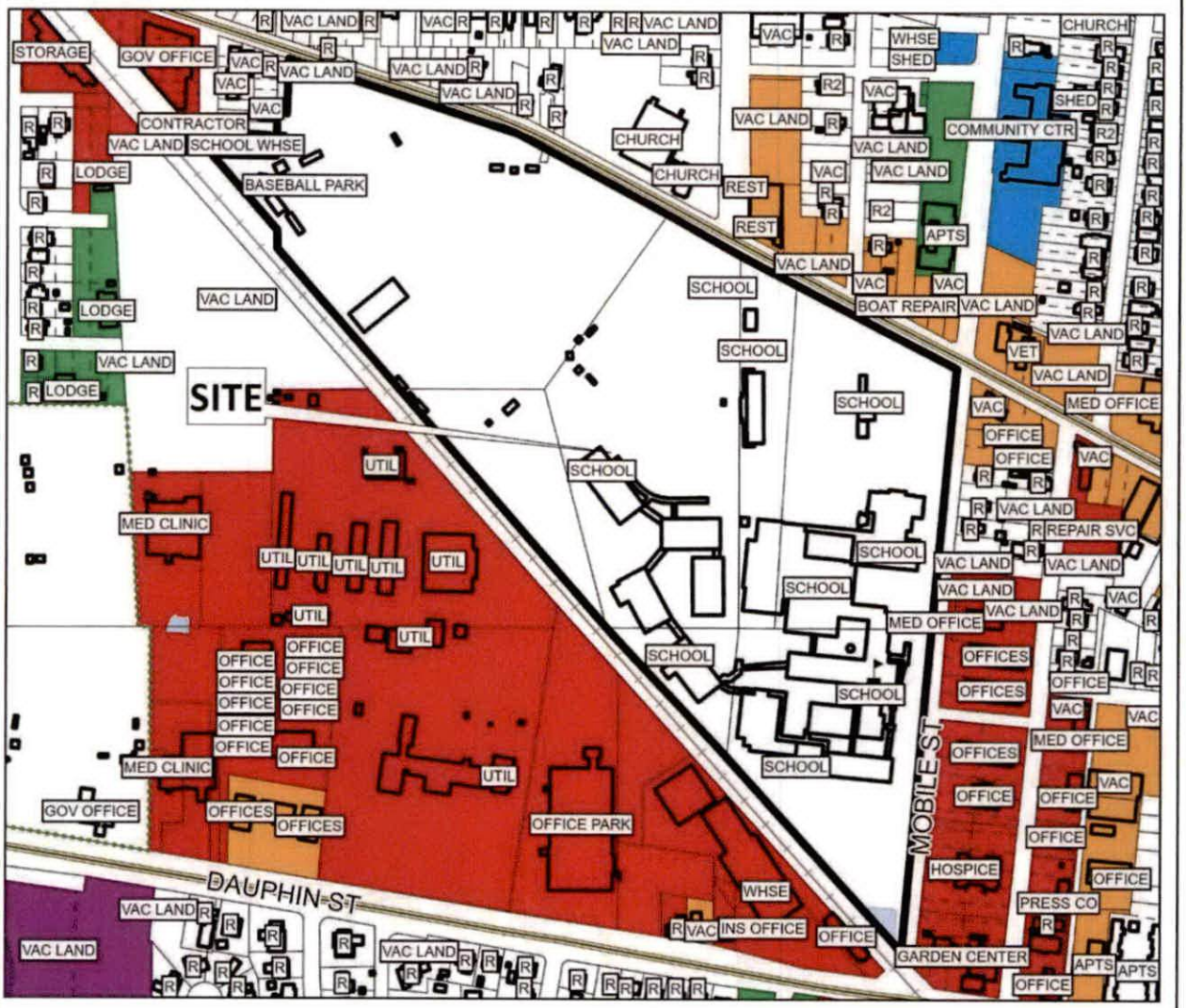
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

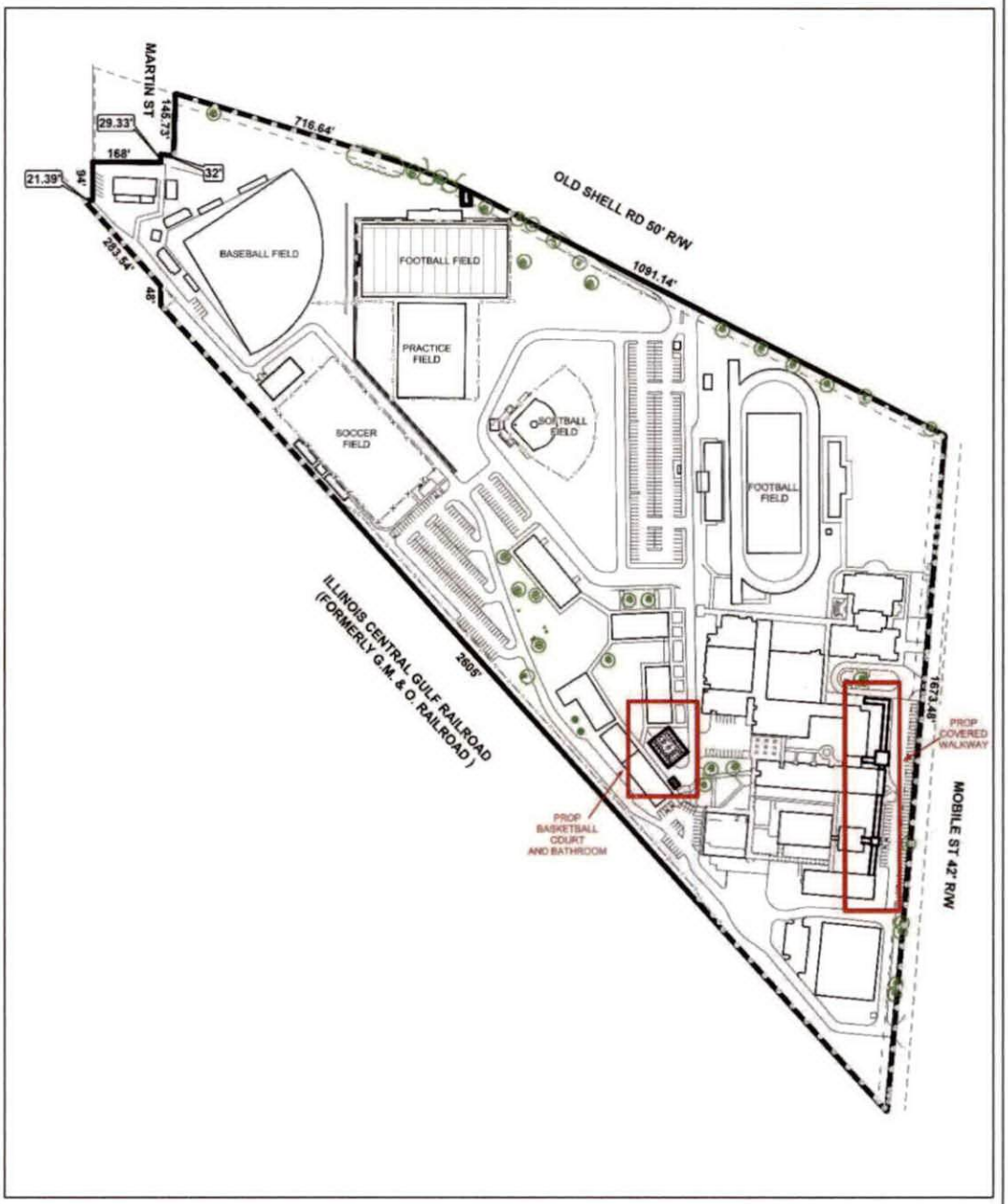
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER	12	DATE	January 15, 2026
APPLICANT	UMS Wright Preparatory School		
REQUEST	PA Modification, PUD Modification		

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

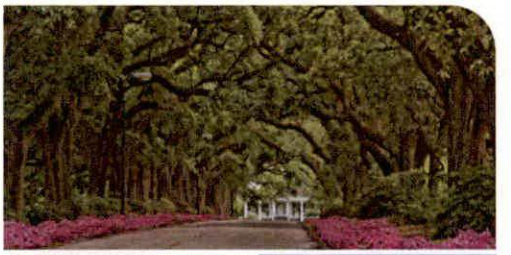
INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property Located at 65 Mobile Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 7, 2026,** a public hearing will be held on the **12th** day of **May**, 2026 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 65 Mobile Street.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on July 20, 2023, to allow multiple buildings on a single building site, located at 65 Mobile Street and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on December 11, 2025, the owner of said property applied for a Major Modification of the Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on January 15, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 15th day of April, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **65 Mobile Street.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **July 20, 2023.** The owner of said property has applied for a Major Modification of a previously Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.** If approved, the modification will **allow construction of a restroom, basketball court, and a covered sidewalk,** subject to the following proposed conditions: 1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees"; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on **July 20, 2023,** to **allow multiple buildings on a single building site,** located at **65 Mobile Street** and described as follows:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

WHEREAS, on **December 11, 2025**, the owner of said property applied for a Major Modification of the Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on **January 15, 2026**, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

UMS Wright Preparatory School
65 Mobile Street
Council District 1
Cory Penn

THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

April 1, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **January 15, 2026,** considered the request of **UMS Wright Preparatory School**, for a Major Modification of a previously approved Planned Unit Development **allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk,** for the property located at **65 Mobile Street.**

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

Don Whittington

From: [redacted]
Sent:
To:
Subject:

J.6 # 08506 - 2025

Melissa,
Below are the advertising fees for the PUD & PA modification.

MOD-003572-2025
The advertising fee for this application is based on the current legal description is $364.04. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

MOD-003573-2025
The advertising fee for this application is based on the current legal description is $345.80. Upon receipt of this fee (check made out to the "City of Mobile"), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

[redacted]

Thanks, any way to confirm if council has approved?

I know Tommy A attended the hearing or meeting and it was approved at that, not sure if thats the same.

MELISSA NOLTE
Walcott Adams Verneuille Architects
One South School Street
Fairhope, AL 36532
[redacted]

PLANNING AND ZONING
1 APR 2026 AM 11:26

Received
Michelle French Planning & Zoning

On Mar 30, 2026, at 11:20 AM, [redacted]

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 16, 2026

UMS-Wright Preparatory School
65 North Mobile Street
Mobile, Alabama 36607

Re: 65 Mobile Street
MOD-003573-2025
UMS Wright Preparatory School
District 1
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, to allow construction of a restroom, basketball court, and a covered sidewalk

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

At its meeting on January 15, 2026, the Planning Commission considered the above referenced application.

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

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

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

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$345.80.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

If you have any questions regarding this action, please call this office at [redacted]

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

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

	Applicant	Agent (If Applicable)
Address:	65 North Mobile Street Al 36607	
Email:	todd@ums-wright.org	
Phone:	251.656.0950	
Email:		
Name:	Todd Morris Finance Director | UMS-Wright Preparatory School	

[redacted]

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000019.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

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

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

Applicant or Agent Signature — 12/9/2025 — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

- ☐ Lighting:

The areas of new construction has existing lighting.

- ☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: UMS-Wright PUD Modifications

Address: 65 N. Mobile Street, Mobile Al 36607

Owner: UMS-Wright Preparatory School

Add: 65 N. Mobile Street, Mobile Al 36607 36607

Pho: [redacted]

Authorized Agent: McCrory & Williams

Address: 3207 International Dr. Mobile Al Zip Code: 36606

Phon: [redacted]

Contractor: U/K

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: McCrory & Williams

Addr: 3207 International Dr. Mobile Al Zip Code: 36606

Pho: [redacted]

Architect: Walcott, Adams,Verneville

Address: 1, South School St. Fairhope Al Zip Code: 36532

P: [redacted]

Submitted by:

Signature: Don Whittington

Print

Date: 12.9.25

Affiliation to project/Organization: Project Manager

[redacted]

ed May 2020

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, FRANKLIN, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of VMS-Wright, a corporation for the property located within the city limits of Mobile, Alabama at 65 Mobile Street Mobile AL 36607

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

DOUG BARBER
Designee (1)

TODD MORRIS
Designee (2)

[redacted]

Signature of Company Owner

12/15/2025
Date

[redacted]

Revised February 2022

Outlook

Re: UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

Good morning,

We have completed our review of the Major Modification application referenced above. An invoice for the application fees has been issued. **Please note that the application will not be considered complete until all fees have been processed.**

If all fees are paid **by noon on Wednesday, December 17, 2025**, the application will be considered **complete** and placed on the agenda for the **January 15, 2025,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

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

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

From: Anderson, Logan <dloganander son@cityofmobile.org>
Sent: Monday, December 15, 2025 2:41 PM
[redacted]

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

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

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If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

[redacted]

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Outlook

UMS Wright Preparatory School (Planned Unit Development MOD-003573-2025)

[redacted]

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Logan Anderson
Principal Planner
Build Mobile
[redacted]

BUILDMOBILE

	Owner	Design Professional
Name:	UMS-Wright Preparatory School	
Firm:		
Phone:	[redacted]	
Email:		
Address:		

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

PART OF LOT 1 UMS-WRIGHT SUBDIVISION RESUBDIVISION AND ADDITION TO LOT 1 — 52.19+-

Property Address — Property Area (acres or square feet)

R022908184002100.000, R022908184002101.000, R022908191001002.000, R022908173000018.000,R022907230003358.000, R022907230006185.000

Parcel Number(s) or Key Number(s)

R-1

Present Zoning or Transect District — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — 12/9/2025 — Date

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

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

Applicant or Agent Signature — 12/9/2025 — Date

Planning Commission Ap[redacted]

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The new basketball court will be another addition to UMS-Wright's diverse athletic facilities to promote physical fitness, sportsmanship and team play for students of all ages.

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   UMS-Wright has operated in harmony with the surrounding neighborhood for many years.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   Although UMS-Wright property is zoned R-1 and operating as business, all surrounding adjacent properties are zoned B-3 Community Business with daytime/weekday operating hours. Any after hour or weekend use should have no effect on their normal business operations.

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

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

[redacted]

6. Please provide the following information:

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

The new administrative building entrance will be approximately 24 feet to peak of roof.

Library facade improvements are approximately 30 feet high.

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

The UMS-Wright is landscaped with numerus trees, shrubs, hedges and other vegetation throughout the campus.

☐ Lighting:

The areas of new construction has existing lighting.

☐ Hours of operation:

7:30 AM to 3:00 PM

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

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

The proposed basketball court will not add too or create any of the elements listed above.

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

By providing education and physical fitness benefits.

[redacted]

UMS-WRIGHT PREPARATORY SCHOOL

Description and Justification Letter:

UMS-Wright has existed and operated as a school for many years in an R-1 Zone. In their continuing efforts to provide a quality education and physical fitness curriculum, they are requesting a revision to the previously approved PUD & PA. The improvements will consist of the addition of a small bathroom, basketball court, covered sidewalk and improvements to the library building facade.





VICINITY MAP

100' 0 100' 200'

GRAPHIC SCALE – FEET PER INCH

DESCRIPTION:

LOT 1, UMS-WRIGHT SUBDIVISION AND ADDITION TO LOT 1 AS RECORDED IN MAP BOOK 123, PAGE 91 IN THE OFFICE OF JUDGE OF PROBATE COURT MOBILE COUNTY ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT OF WAY) SUCH AS DRIVEWAYS, SIDEWALKS UTILITY, UTILITY CONNECTIONS, GRADING, DRAINAGE IRRIGATION, OR LANDSCAPING WILL REQUIRE A R PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMLPY WITH CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE(MOBILE CITY CODE CHAPTER 57 ARTICLE VIII).

2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK – INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PAVING A ALL ABOVE GROUND STRUCTURES, WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMI THIS PERMIT MUST BE TO BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH THE MOBILE CITY CODE, CHAPTER 17, STO WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGE PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER R CONTROL.

4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTE AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED COUNTY PROBATE OFFICE PRIOR TO ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FIN CERTIFICATE OF OCCUPANCY.

5. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (STATE ACT 2015- AND CITY CODE CHAPTERS 57 AND 64). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM A COMMERCIAL SITE WILL REQUIRE A TREE RENOVAL PERMIT.

6. ACCESS TO THE SITE LIMITED TO THE CURB CUTS AS ILLUSTRATED ON AN APPROVED PUD, WITH LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ALTHOUGH AN ACCESS POINT IS PROPOSED TO BE CHANGED, IT APPEARS TO BE RESI IN AN OVERALL IMPROVEMENT BY ALLOWING VEHICLES TO ENTER THE SITE EARLIER AND STACK ON PROPERTY. A TRAFFIC IMPACT STUDY IS NOT REQUIRED AT THIS TIME. IF IN THE FUTURE, ENROLLM CAPACITY IS INCREASED, OR IF ANY ACCESS CHANGES ARE PROPOSED, A TRAFFIC IMPACT STUDY BE REQUIRED FOR THIS SITE. ANY NEW ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHA MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

7. THE APPROVAL OF APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE O LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

8. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIE CODE).

10. DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINA

11. SUBMISSION TO AND APPROVAL BY PLANNING AND ZONING OF A REVISED PUD AND PA SITE PL PRIOR TO ANY REQUEST FOR PERMITS.

12. ANY FUTURE DEVELOPMET WILL REQUIRE PLANNING APPROVAL AND PLANNED UNIT DEVELOPMEN APPROVAL PRIOR TO THE ISSUANCE OF ANY PERMITS.

13. IF ANY TREES ARE PROPOSED TO BE REMOVED, THE APPLICANT SHOULD COORDINATE WITH PLA AND ZONING AND URBAN FORESTRY STAFF ON THE LOCATION OF REPLACEMENT TREES.

14. NEW PARKING LOT LIGHTING SHALL BE COMPLIANT WITH ARTICLE 3, 64-3-9.C OF THE CITY OF MOBILE ZONING ORDINANCE.

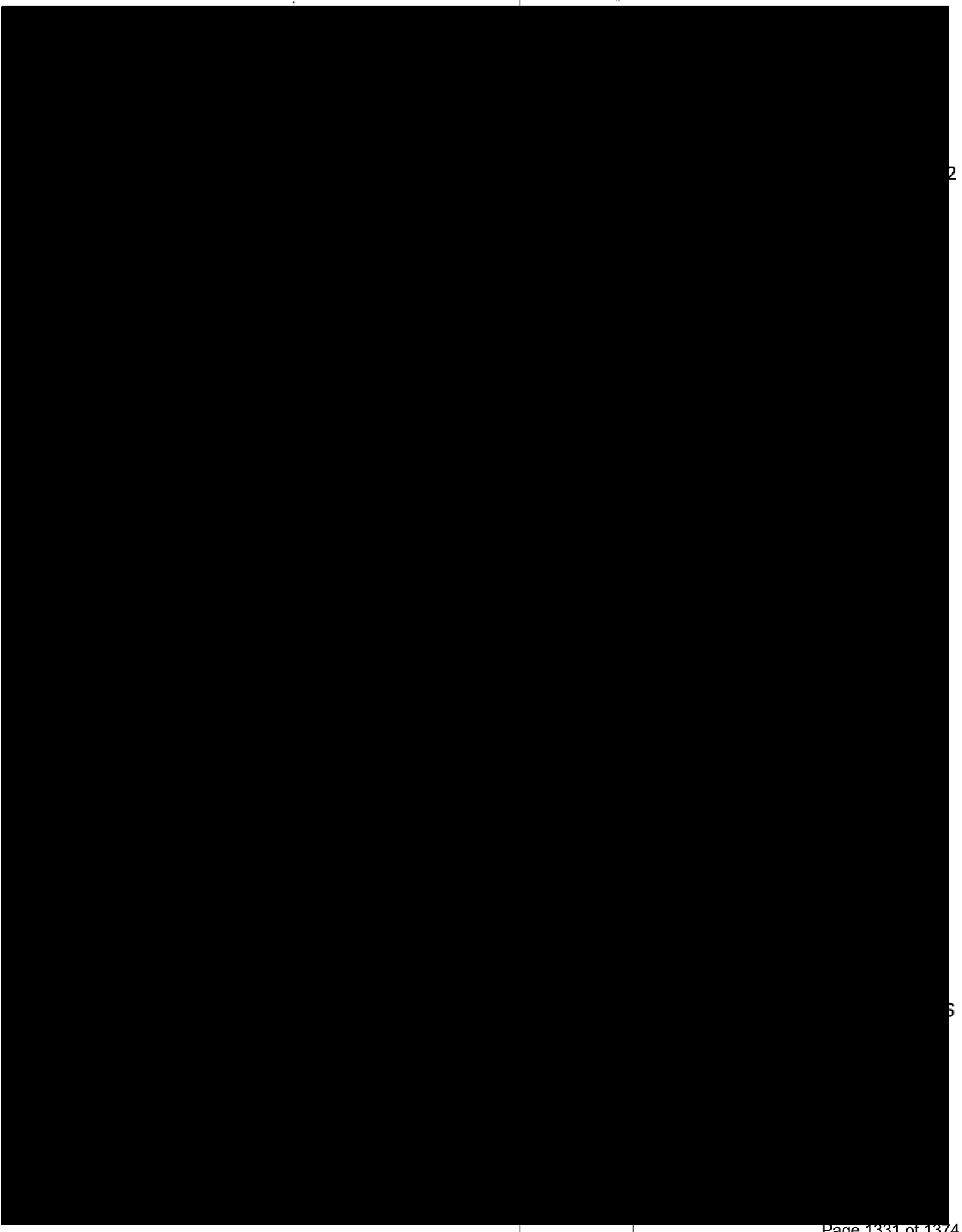
15. PUD SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

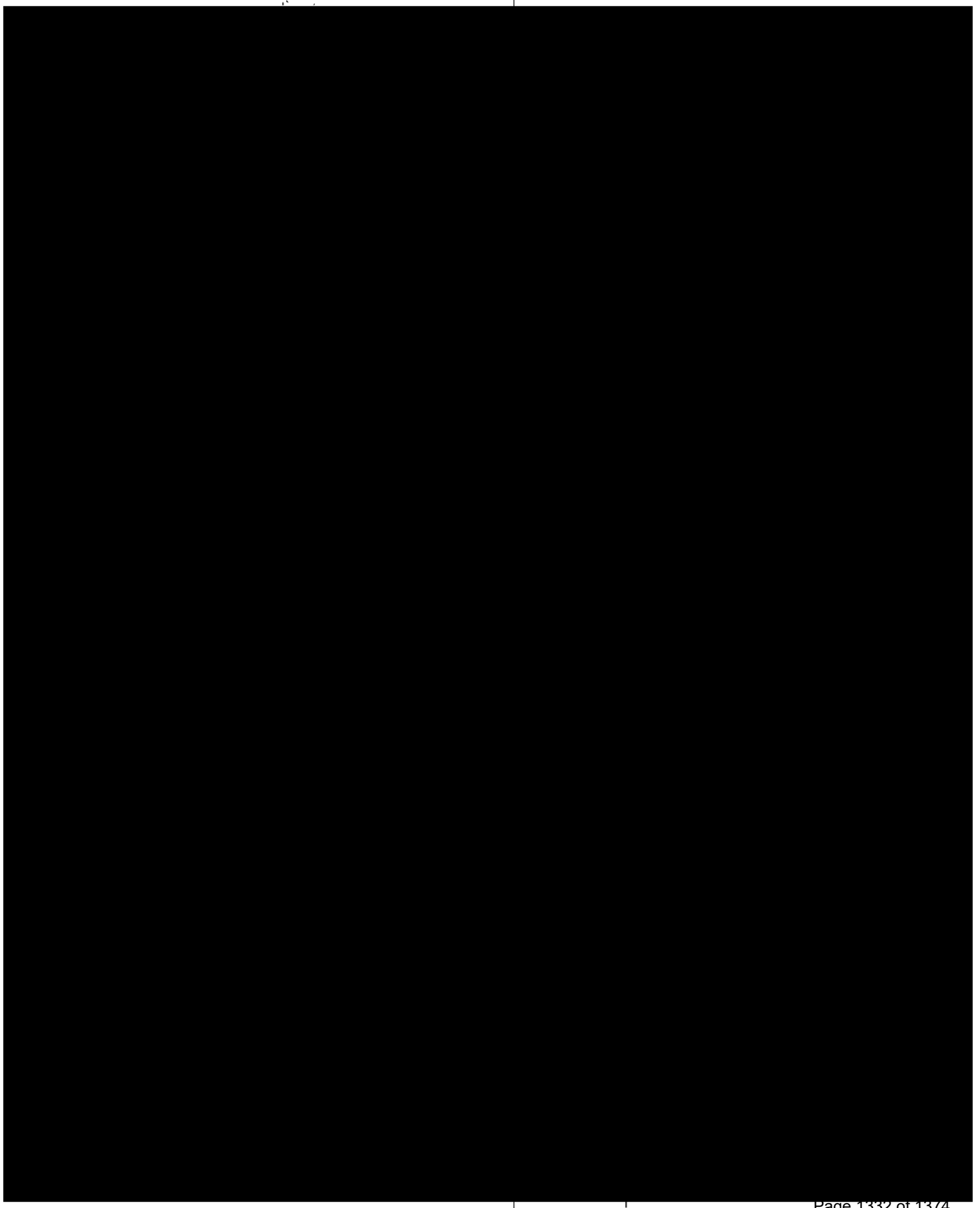
G:\U8506-UMS Wright\PUDS\PUD 6.12.23\UMS WRIGHT-PUD 12.8.25.DWG

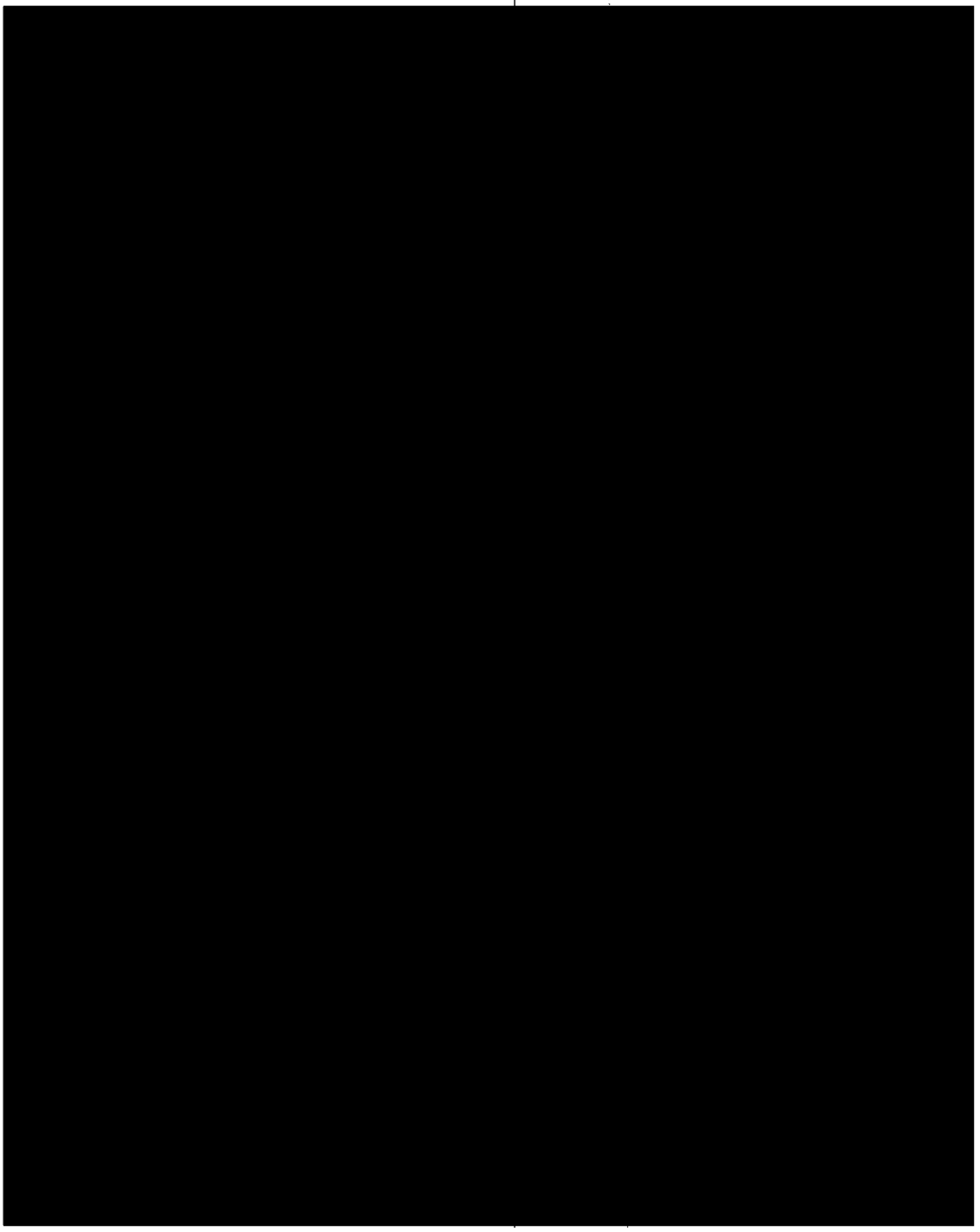
REVISIONS
REVISED JUNE 12, 2023: ADDITION TO MOORER HALL, PARKING LOT, PRACTICE FIRLE & GUARD SHACK

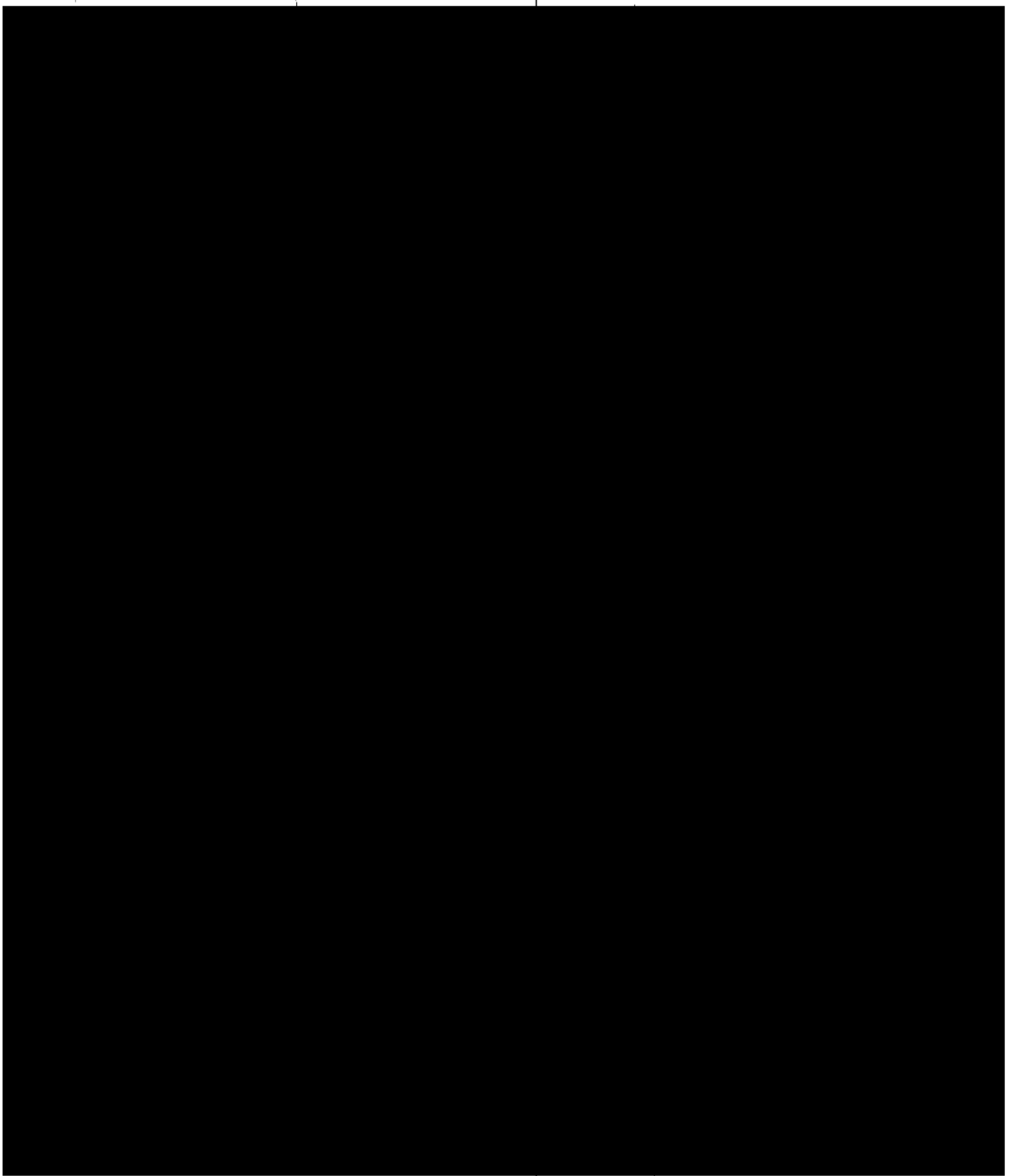
PROVAL (REVISED PA-001107-2019)
for
RIGHT PREPARATORY SCHOOL
OUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA

	DRAWN BY: D.W.	APPROVED BY:	SHEET 1 OF 1









Agenda Item #: 12

MOD-003572-2025 & MOD-003573-2025

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

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
65 Mobile Street

Applicant / Agent:
UMS Wright Preparatory School

Property Owner:
UMS-Wright Corporation

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

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

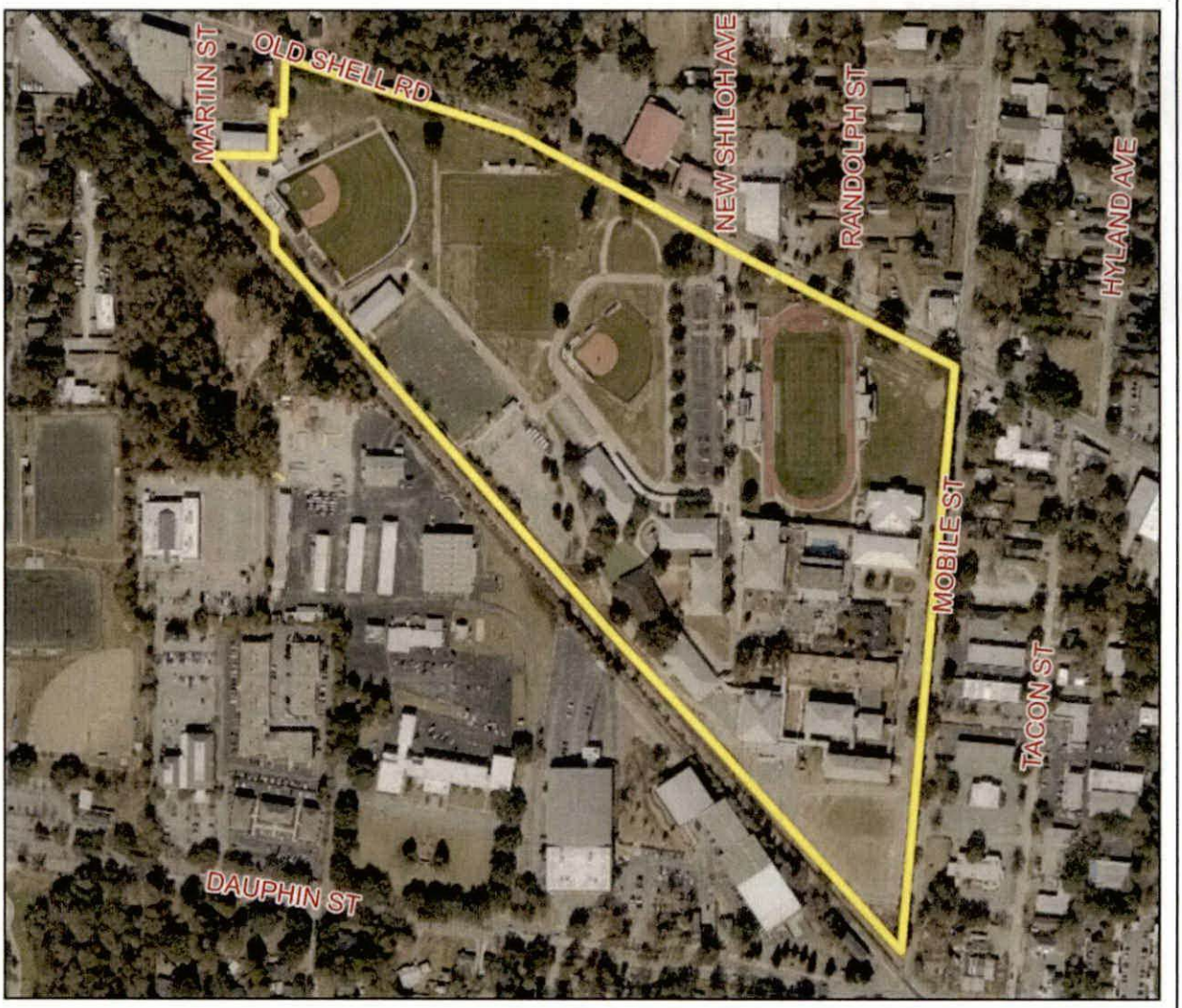
Considerations:

1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

SITE HISTORY

Since 1988, the subject site has been the subject of numerous Planning Approvals (PAs) to allow a private school in an R-1 district, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site, with shared access between multiple building sites. The most recent of these applications were approved by the Planning Commission at its July 20, 2023 meeting to allow for construction of an addition to a kindergarten classroom, a practice field, a guard shack, and a parking lot with 21 parking spaces.

STAFF COMMENTS

Engineering Comments:

Planned Unit Development Modification (MOD-003573-2025)

Retain NOTES #1 - #6, as shown on the PUD SITE PLAN Sheet C-100.

Planning Approval Modification (MOD-003572-2025)

No comments.

Traffic Engineering Comments:

Access to the site is limited to the driveways shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The subject site is developed as an existing private school in an R-1, Single-Family Residential Suburban District. The applicant wishes to construct a basketball court, a small bathroom, a covered sidewalk, and improvements to the library building façade. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Modification approval in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property, with no improvements made within any required setbacks.

None of the proposed improvements to the site will increase the minimum parking requirements for the site.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file. A note on the site plan states this, and should be retained on the site plan, if approved.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

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

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

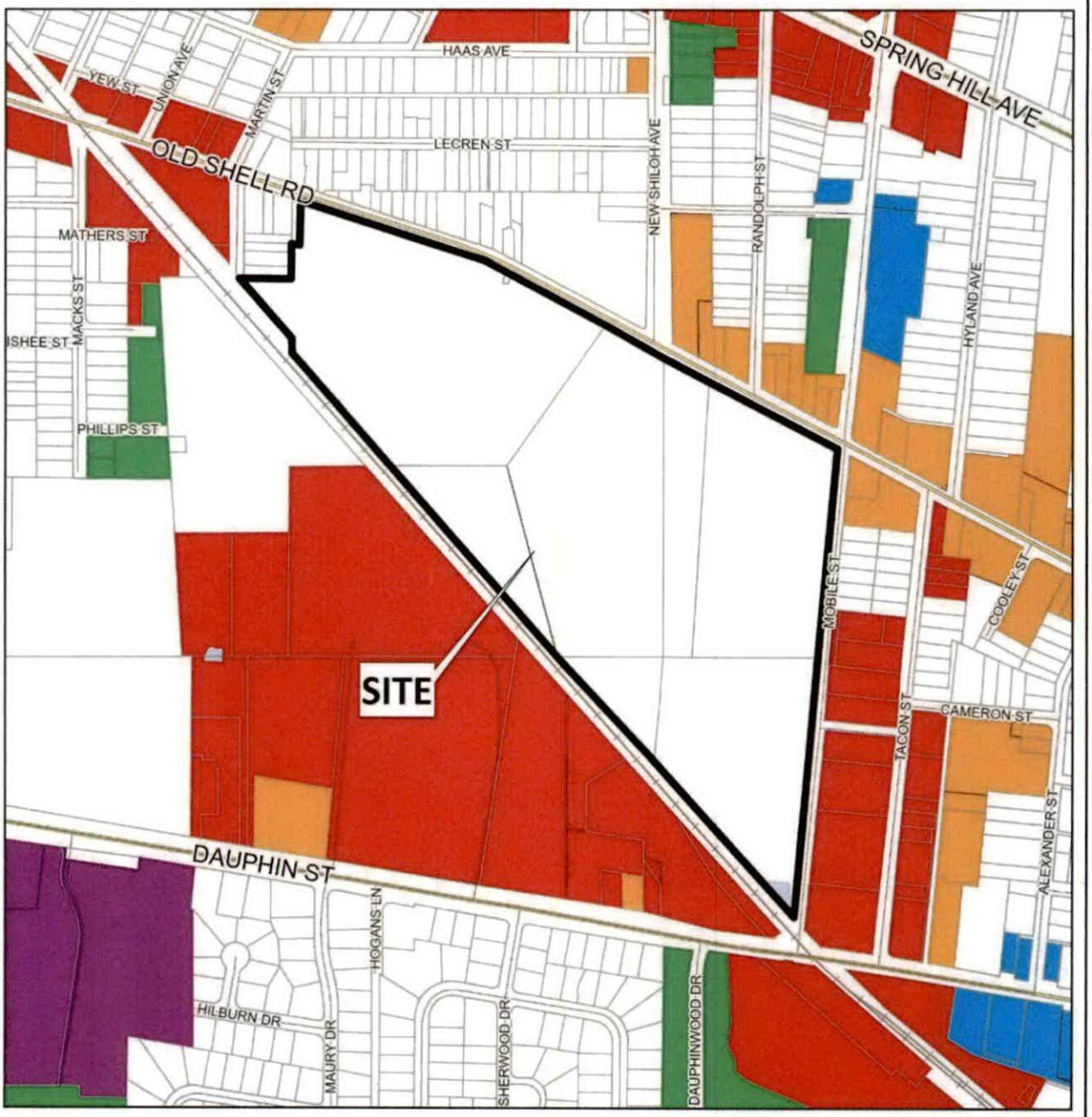
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Retention of the note stating that "If any trees are proposed to be removed, the applicant should coordinate with Planning and Zoning and Urban Forestry staff on the location of replacement trees";
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE January 15, 2026

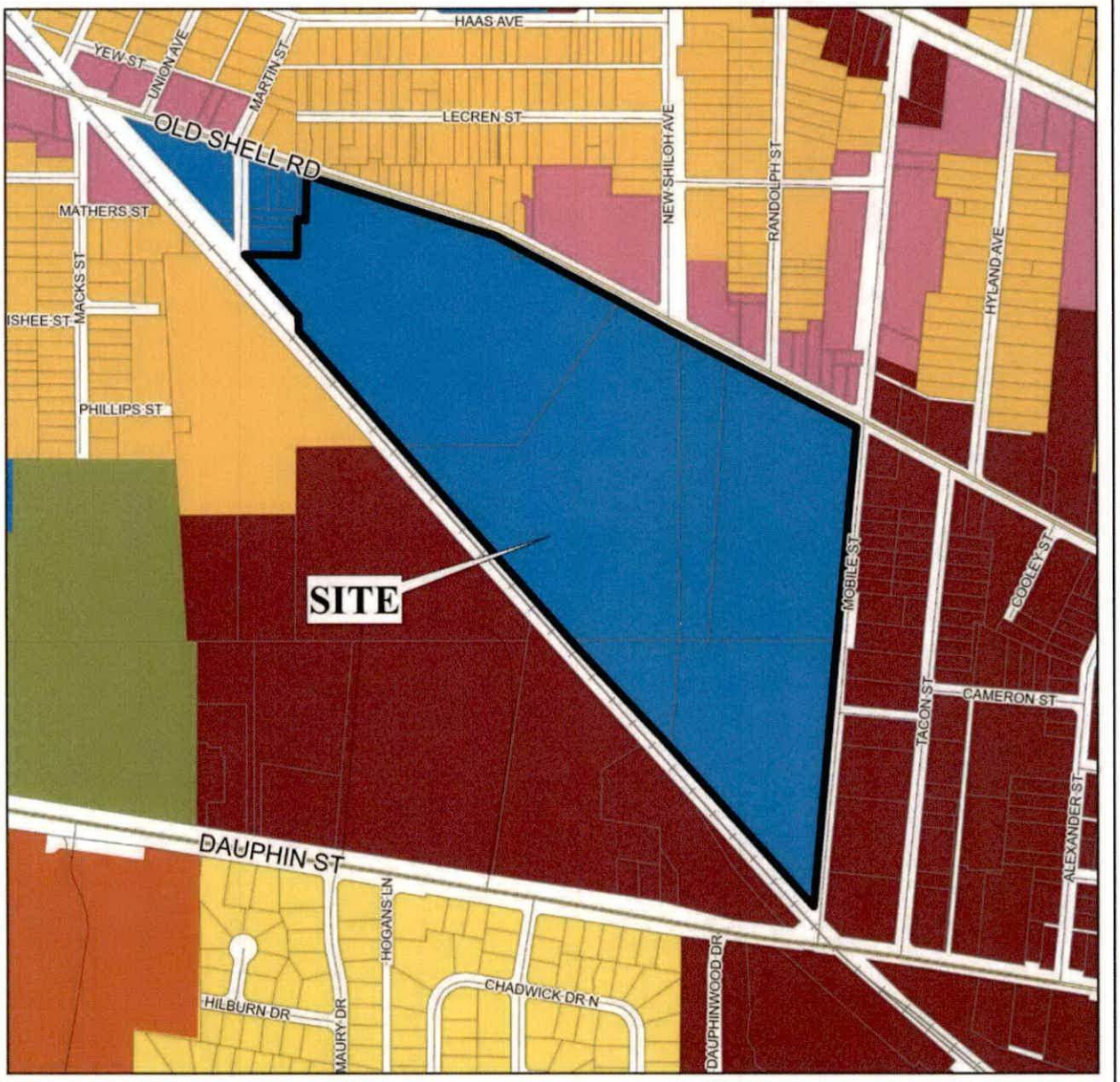
APPLICANT UMS Wright Preparatory School

REQUEST PA Modification, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

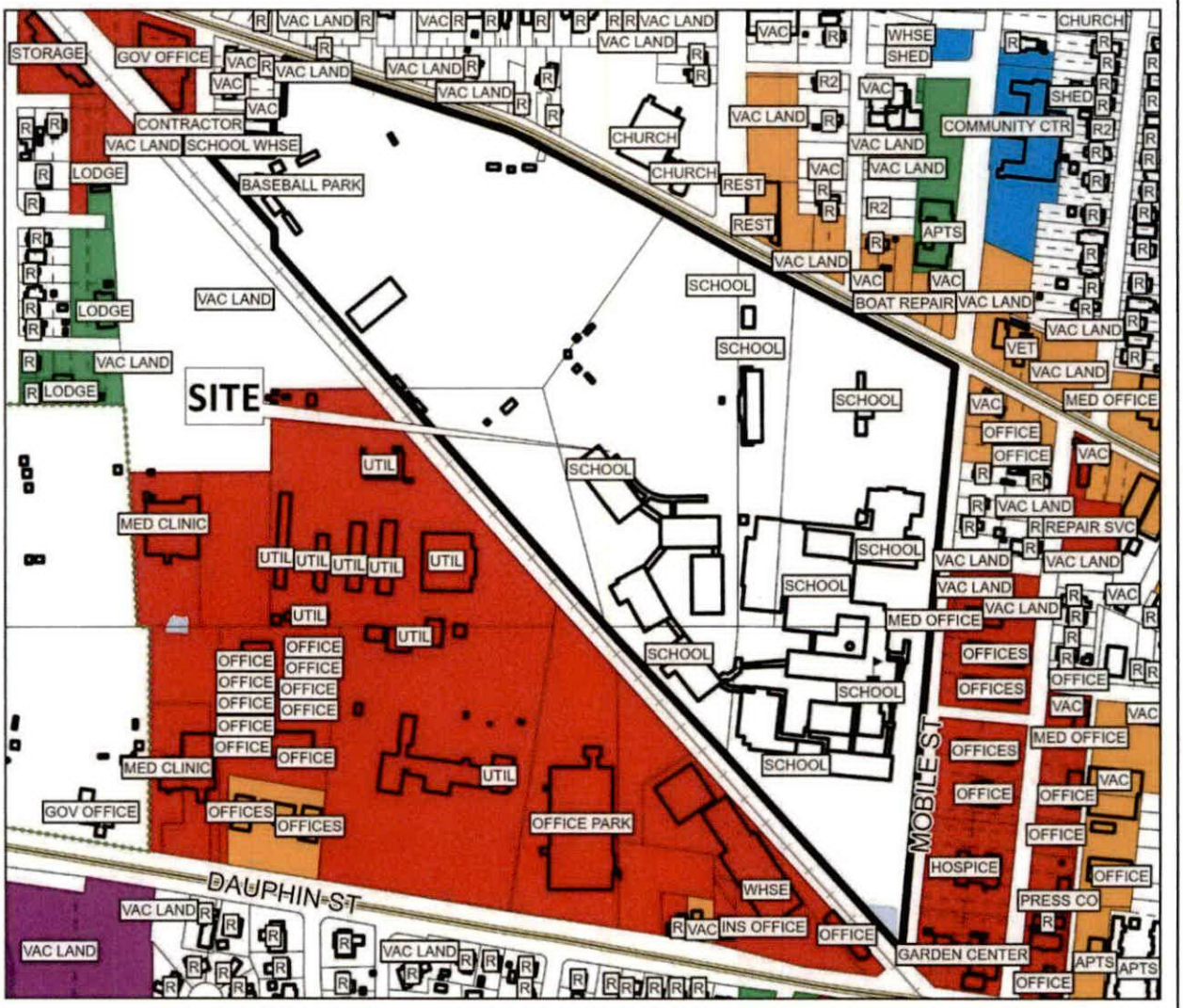
REQUEST PA Modification, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 12 DATE January 15, 2026

APPLICANT UMS Wright Preparatory School

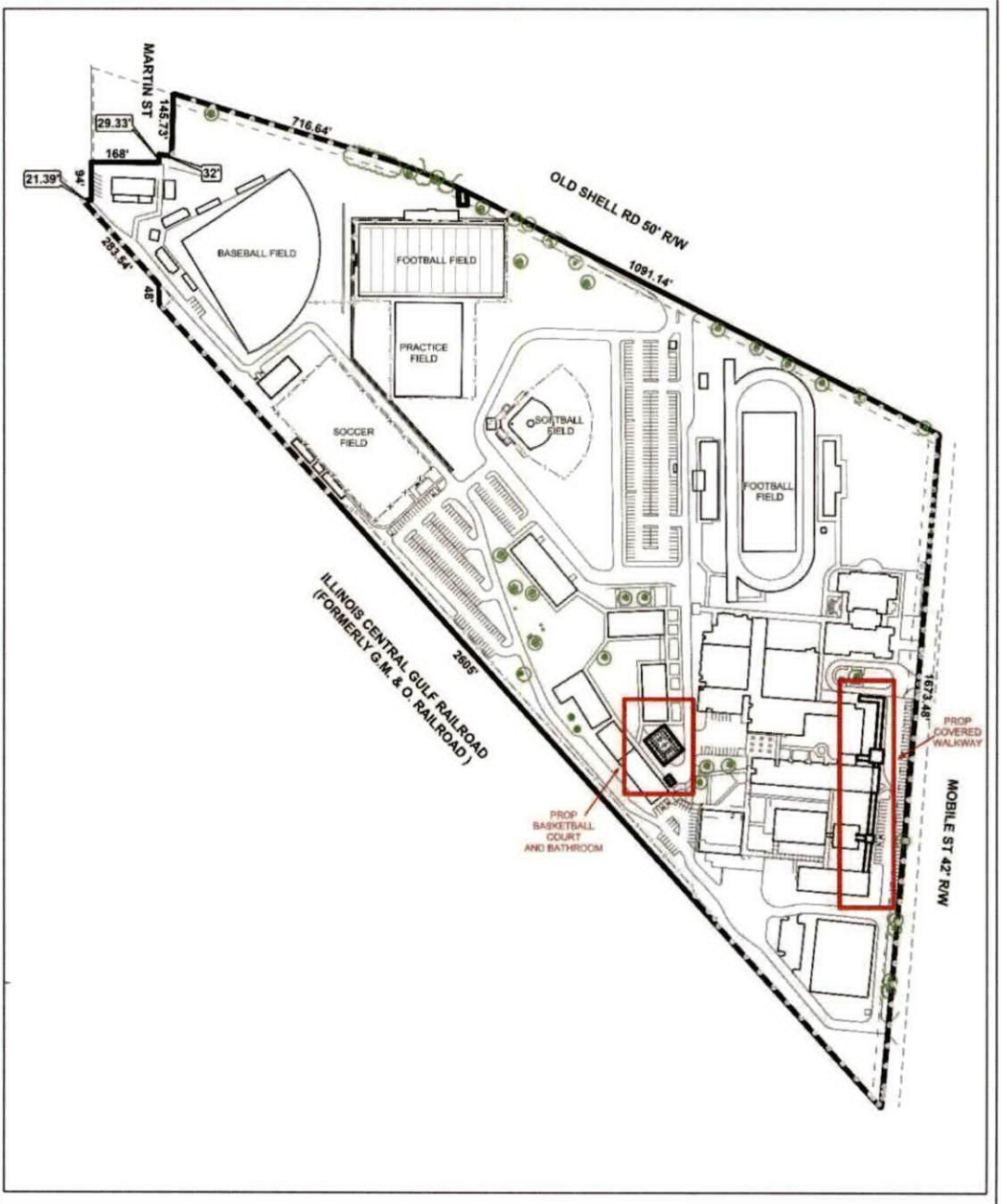
REQUEST PA Modification, PUD Modification

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, sports fields, and setbacks.

APPLICATION NUMBER 12 DATE January 15, 2026 APPLICANT UMS Wright Preparatory School REQUEST PA Modification, PUD Modification	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

INSTITUTIONAL LAND USE (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities. Semi-public uses such as schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Development Features

- The specific location and design of these complementary uses is subject to zoning. In some cases, depending on ownership, these areas may not be subject to City zoning.
- Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor.

Character Example







PARKS AND OPEN SPACE (POS)

This designation applies to land maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. This designation includes existing parks, squares, playgrounds, playfields, gardens, greens, cemeteries, greenways and blueways, and other recreational areas and facilities that are accessible to the public. These areas are generally owned by a public entity but may include some privately owned areas that have been designated as open space. This designation is not intended to identify public land acquisition or to prohibit the development potential of individual privately-owned properties.

Character Example





R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF PORTION OF UNOPENED RIGHT-OF-WAY ON OVERLOOK ROAD

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of portion of unopened right-of-way on Overlook Road.

The adoption of such resolution will be considered by the Mobile City Council on the 12th day of May, 2026, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

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

Lisa C. Lambert
City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY
PURSUANT TO CODE OF ALABAMA § 23-4-20

WHEREAS FAITH MINISTRES INC, constitute all of the abutting landowners surrounding an unused portion of the existing unopened right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way is attached hereto as Exhibit A, a GIS map of said right-of-way is attached hereto as Exhibit B, and an aerial photo of said right-of-way is attached hereto as Exhibit C; and,

WHEREAS, said right-of-way is located solely within the City of Mobile;

AND, WHEREAS, the above-described area is not needed as a right-of-way for any public purpose and the vacation of the same is in the public interest; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows:

15,815– area to be vacated
136,125– Parcel "A" tract
20,602 – Parcel "B" tract

WHEREAS, the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows:

$101,000 – Parcel "A" tract
$12,200 – Parcel "B" tract

WHEREAS, FAITH MINISTRES INC, desire to vacate said right-of-way; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way.

NOW, THEREFORE, the undersigned FANNIE JOHNSON, pursuant to *Code of Alabama* § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By Rev Fannie Johnson

Date: 10-6-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC PASTOR, whose name as FANNIE JOHNSON, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, she, as such PASTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned LISA BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point, thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-6-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as LISA BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 6th day of October, 2025.

Paulette H Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

NOW, THEREFORE, the undersigned DARRYL BRACY, pursuant to Code of Alabama § 23-4-20, as amended, hereby petition and request that the City Council of the City of Mobile assent to the vacation of that portion of the existing unopened right-of-way located in the City of Mobile, Alabama, more particularly described as follows:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned have here unto caused this petition to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Director

By: _____

Date: 10-16-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FAITH MINISTRIES INC DIRECTOR, whose name as DARRYL BRACY, is signed to the above and foregoing petition for vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said petition, he, as such DIRECTOR and with full authority, executed the same voluntarily as attorney for FAITH MINISTRIES INC on the day the same bears date.

Given under my hand and official seal of office on this the 16th day of October 2025.

_____

NOTARY PUBLIC

My Commission Expires:

PAULETTE H MAJOR
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires 06/02/2026

STATE OF ALABAMA

COUNTY OF MOBILE

DECLARATION OF VACATION OF RIGHT-OF-WAY

WHEREAS FAITH MINISTRES INC, constitute all of the owners of land abutting a portion of the public right-of-way known as an unused portion of the existing unopend right-of-way in the City of Mobile, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, a survey of said right-of-way area is attached hereto as Exhibit A; and,

WHEREAS,FAITH MINISTRES INC desire to vacate said right-of-way, and have petitioned the City Council of the City of Mobile to assent to the vacation of same, and have provided notice of the request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the *Code of Alabama*; provided, however, that entities with utility lines, equipment or facilities in place within said right-of-way at the time of vacation shall have the right to continue to access, maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said alleys and right-of-way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated;136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract; and,

WHEREAS, the City Council of the City of Mobile has assented to the vacation of the said right-of-way of an unused portion of the existing unused right-of-way in the City of Mobile,

Alabama as shown by a copy of a Resolution adopted by such governing body, and certified by the clerk or ministerial officer in charge of the records of the City of Mobile, to such effect, which is attached hereto and fully incorporated herein by reference.

NOW, THEREFORE, the premises considered, TO BE RESOLVED, declare the following described unused right-of-way in the City of Mobile, Alabama right-of-way of to be, and is hereby, vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEN DULY RECORDED in the Office of the Judge of Probate of Mobile County, Alabama, this Declaration of Vacation shall operate to divest all public rights, including any rights which may have been acquired by prescription, in the above described right-of-way of an unused right-of-way in the City of Mobile, Alabama so vacated; provided, however, that entities with utility lines, equipment or facilities in place within said alleys or right-of-way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred.

IN WITNESS WHEREOF, the undersigned have hereunto caused this declaration of vacation to be executed by their duly authorized representatives as of the dates set forth herein below.

Faith Ministries Inc. Pastor

By: Rev Fannie Johnson

Date: 10-9-2025

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that FANNIE JOHNSON, whose name as PASTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, she, as such PASTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October 20__.

Paulette H Mayor

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAYOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries, Inc. Director

By: _____

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that DARRYL BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

_____

NOTARY PUBLIC

My Commission Expires: _____

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Faith Ministries Inc. Director

By: Lisa Bracy

Date: 10-9-25

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that LISA BRACY, whose name as DIRECTOR of FAITH MINISTRIES INC, is signed to the above and foregoing declaration of vacation, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said declaration, he, as such DIRECTOR and with full authority, executed the same voluntarily for and as the act of the CORPORATION on the day the same bears date.

Given under my hand and official seal of office on this the 9th day of October, 20__.

Paulette H. Major

NOTARY PUBLIC

My Commission Expires:

PAULETTE H. MAJOR NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMM EXPIRES June 02, 2026

Grantor's/Grantee's Addresses:
6694 Royalty Way
Mobile, Alabama

PREPARED BY:
John Crenshaw
Professional Land Surveyor

RESOLUTION ASSENTING TO THE VACATION OF A PORTION OF AN UNUSED PORTION OF A CITY OWNED RIGHT-OF-WAY

WHEREAS, it having been made known to the City Council of the City of Mobile that:

WHEREAS, FAITH MINISTRIES INC, constitutes all of the abutting landowners surrounding an unused portion of an unopened right-of-way in the City of Mobile, Mobile County, Alabama, said right-of-way being more particularly described as follows, to-wit:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

WHEREAS, said right-of-way constitutes an unused right-of-way that serves no public purpose since a portion of said right-of-way abutting the lands described herein has previously been vacated and is not open to the public; and,

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that FAITH MINISTRIES INC is the only owner of lands abutting said abandoned alley portion; and,

FAITH MINISTRIES INC desires to vacate said unused portion of an unopened right-of-way described above, and has requested the City of Mobile to vacate the same, and has provided notice of their request to vacate to all utility providers with utility lines or facilities within the area to be vacated in accordance with the Code of Alabama; provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and,

WHEREAS, FAITH MINISTRIES INC has now submitted a petition to the City of Mobile to vacate said unused portion of an unopened right-of-way more particularly described herein, being a public street lying within the city limits of the City of Mobile, Alabama, pursuant to the Code of Alabama § 23-4-20, as amended; and,

WHEREAS, all utility providers have issued their written consent to the aforesaid vacation; and,

WHEREAS, the said unused right-of-way portion more particularly described herein is not needed as a public right-of-way in the City of Mobile, Alabama, and the aforesaid vacation is in the public interest; and,

WHEREAS, no other property owners own any land within or abutting the areas affected by this vacation and thus will not be denied means of ingress and egress to and from their property or be otherwise affected by the vacation of said right of way; and,

WHEREAS, the square footage of the area sought to be vacated and abutting tracts is as follows: 15,815 SF – area to be vacated; 136,125 SF – Parcel "A" tract; 20,602 SF – Parcel "B" tract; and the current year assessed values as determined by the Mobile County Revenue Commissioner on all tracts that abut the right-of-way sought to be vacated are as follows: $101,000 – Parcel "A" tract; $12,200 – Parcel "B" tract and,

NOW, THEREFORE, the premises considered, BE IT RESOLVED by the City Council of the City of Mobile, Alabama, pursuant to § 23-4-20 of the Code of Alabama (1975), as amended, that the following described right-of-way of an unopened service road is hereby vacated:

Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 50 feet to the point of beginning, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 40 feet to a point, thence run S 00 degrees 21 minutes E 632.34 feet to a point thence run N 89 degrees 57 minutes 37 seconds E 40 feet to a point, thence run N 00 degrees 21 minutes W 632.53 feet to the point of beginning.

Notice of this Resolution shall be published once in a newspaper of general circulation in Mobile County no later than fourteen (14) days after its adoption.

ADOPTED this the___day of _____, 2025, in Mobile, Alabama.

STATE OF ALABAMA)

COUNTY OF MOBILE)

2002041299 Book-5165 Page-1470
Total Number of Pages: 4

1100
1000
12750
14850
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15850
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16050

VENDOR'S LIEN DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hatten's Nursery, Inc.,** hereinafter called the Grantor, in consideration of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) DOLLARS, of which the sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS is hereby acknowledged to have been paid to said Grantor by **Faith Ministries, Inc.,** hereinafter called the Grantee, and the balance of which is payable as hereinafter set forth, does hereby grant, bargain, sell and convey, subject to the exceptions, reservations and limitations hereinafter set out, unto the Grantee, all that real property situate, lying and being in the County of Mobile, State of Alabama, described as follows, to-wit:

Parcel A: Commencing at the Northeast corner of Section 8, T4S-R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 90 feet to the Southwest corner of the intersection of the South right of way line of Overlook Road and the West line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, said point being the point of beginning of the property herein described, thence continuing S 89 degrees 41 minutes W along said South line of Overlook Road, run 119.70 feet, thence run S 00 degrees 21 feet E 175.0 feet, thence run S 89 degrees 41 minutes W 122.00 feet to a point on the East line of Terkeurst Subdivision as per plat recorded in Map Book 15, Page 115 of the Probate Court records of Mobile County, Alabama, thence along said East line of Terkeurst Subdivision and an extension thereof, run S 00 degrees 20 minutes 33 seconds E 456.0 feet, thence run N 89 degrees 57 minutes 37 seconds E 242.15 feet to a point on said West line of 40 foot service road right of way, thence along said West line of right of way, run N 00 degrees 21 minutes W 632.34 feet to the point of beginning.

Parcel B: Commencing at the Northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00 degrees 21 minutes E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89 degrees 41 minutes W 25.0 feet to the Southwest corner of the intersection of Overlook Road and Middle Ring Road, said point being the point of beginning of the property herein described, thence along the West right of way line of Middle Ring Road run S 00 degrees 21 minutes E 632.65 feet, thence run S 89 degrees 57 minutes 37 seconds W 25 feet to a point on the East line of a 40 foot right of way deeded to the City of Mobile for a service road along Middle Ring Road, thence along said East line of right of way, run N 00 degrees 21 minutes W 632.53 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run N 89 degrees 41 minutes E 25.0 feet to the point of beginning.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** the same unto the said Grantee, its heirs and assigns forever.

This conveyance is made subject to the following:

1. Excepting therefrom such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others than the grantor.

2. Easement granted to Mobile County as recorded in Deed Book 495, Page 470. As to Parcels "A" and "B"

3. Oil, gas and mineral rights as recorded in Real Property Book 1515, Page 714. As to Parcels "A" and "B"

4. Right of way to City of Mobile as recorded in Real Property Book 1473, Page 820. As to Parcels "A" and "B"

5. Easement granted to Board of Water & Sewer Commissioner of Mobile as recorded in Real Property Book 1540, Page 38. As to Parcels "A" and "B"

All recording references herein are to the records in the Office of the Judge of Probate of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does for itself and for its heirs, executors and administrators, hereby covenant with the Grantee herein, its heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, and that it will forever **WARRANT AND DEFEND** the title thereto, and the peaceable possession thereof unto the said Grantee, its heirs and assigns, against the lawful claims of all persons whomsoever.

The balance of the purchase price, to-wit: the sum of Eighty-Five Thousand and NO/100 ($85,000.00) Dollars, to secure payment of which a vendor's lien is hereby specifically retained by the Grantor, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantor as follows:

> By three hundred fifty-nine (359) monthly installments of Five Hundred Thirty-Seven and 26/100 ($537.26) Dollars, including interest at six and one-half (6.5%) percent per annum, and one monthly payment of the remaining principal and interest due, the first monthly installment being due and payable on July 1, 2002, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter;

By accepting this conveyance, the Grantee hereby agrees and binds itself so long as any part of the said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To keep the improvements on said property, or those hereafter erected on said property, in good repair and insured against fire and all physical loss in companies satisfactory to Grantor, in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said improvements, as may be required by Grantor, with loss, if any, payable to the Grantor as its interest may appear, the policies evidencing said insurance to be approved by and deposited with Grantor.

2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien as to keep the same from becoming in default.

3. That if the Grantor shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

4. That if the Grantee fails to perform any of the duties herein specified, the Grantor may perform the same, and any sum expended by the Grantor in this behalf, including any principal, interest or other payments on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

5. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantor.

6. And Grantee hereby vests Grantor with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at its option to take possession of said property and at its option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and interest thereon to the date of sale, and any amount that may be due the Grantor by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

7. At any sale under the powers herein contained, the said Grantor may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

8. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

9. Should the Grantee sell, transfer or convey any interest in said property or transfer the within vendor's lien without the written consent of the Grantor, such conveyance or transfer shall be a default under the terms hereof.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals on this the 24th day of May, 2002.

Grantor:

Hatten's Nursery, Inc.

By: William A. Hatten (SEAL)
Its: PRESIDENT

Grantee:

FAITH MINISTRIES, INC.

BY: Rev. Fannie L. Johnson (SEAL)
Its: Director

BY: Darryl Vaughn Bracy Sr. (SEAL)
Its: Director

BY: Debra E. Lett (SEAL)
Its: Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William A. Hatten, Sr., whose name as President of Hatten's Nursery, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Fannie L. Johnson, Debra E. Lett and Darryl Vaughn Bracy, Sr., whose names as Directors of Faith Ministries, Inc. are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily for and on behalf of said corporation, and with full authority on the day the same bears date.

Given under my hand and official seal this the 24th day of May, 2002.

NOTARY PUBLIC
My Commission Expires: 10/04/03

(NOTARIAL SEAL)

Grantee's Current Address:

6417 Princeton Woods Dr. N
Mobile, AL 36618

This instrument prepared by:
Jason D. Smith
ANDERS, BOYETT & BRADY, P.C.
Attorneys at Law
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880
62473

State of Alabama - Mobile County
I certify this instrument was filed on:

Tue, May-28-2002 @ 10:31:13AM

RECORDING FEE	11.00
MORTGAGE TAX	127.50
DEED TAX	10.00
S. R. FEE	2.00
SURCHARGE	10.00
TOTAL AMOUNT	$160.50

2002041299
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

400776

KNOW ALL MEN BY THESE PRESENTS, that J. F. PATE and IRENE W. PATE, husband and wife, the Grantors, for and in consideration of the sum of ONE DOLLAR ($1.00) cash, hereby acknowledged to have been paid to them by the CITY OF MOBILE, ALABAMA, a municipal corporation, do hereby REMISE, RELEASE, QUIT-CLAIM and CONVEY unto the said City of Mobile, Alabama, the Grantee, a right of way for a public road over and across the following described real property situated in the City and County of Mobile, State of Alabama, to-wit:

A strip of land 40 feet in width, having 20 feet on each side of the following described centerline: Commencing at the Northeast Corner of Section 8, T4S, R2W, Mobile County, Alabama, run S 00° 21' E 30.35 feet to a point on the South right of way line of Overlook Road, thence along said South line of Overlook Road, run S 89° 41' W 70 feet to the beginning of said centerline, thence run S 00° 21' E, parallel with and 45 feet West of the West right of way line of Middle Ring Road, a distance of 632.43 feet, more or less to the end of said centerline.

The undersigned Grantors except from the foregoing conveyance and retain and reserve unto themselves, their heirs and assigns, in perpetuity, all interest or interests in and to all oil, gas and other minerals in, on or under the real property herein conveyed to the extent said oil, gas and other minerals have not been heretofore conveyed or reserved.

TO HAVE AND TO HOLD said right of way unto the City of Mobile, Alabama, a municipal corporation, its successors and assigns, forever, for such public road purposes.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, this 27th day of May, 1975.

J. F. Pate (SEAL)

J. F. PATE

Irene W. Pate (SEAL)

IRENE W. PATE

Grantors

RECORD FEE 1.25
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
Jul 9 8 28 AM '75
RECORDED
DEED TAX 220
CLERK OF THE CIRCUIT COURT
JUDGE OF PROBATE

REAL PROP 1473 PAGE 0820

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, hereby certify that J. F. Pate and Irene W. Pate, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this 27th day of May, 1975.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY RICHARD F. PATE ATTORNEY AT LAW MOBILE, ALA.

I CERTIFY THAT THERE WAS NO TAX COLLECTED ON THIS INSTRUMENT.

John L. Moore.

JUDGE OF PROBATE

REAL PROP 1473 PAGE 0821

Alabama Power

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

May 16, 2025

VIA ELECTRONIC MAIL
Faith Ministries Inc
6401 Overlook Road
Mobile, AL 36618

Re: Vacation of service road along Overlook Road and Middle Ring Road

Mr. Crenshaw,

You have requested consent by Alabama Power Company to the vacation of a service road along Overlook Road and Middle Ring Road in Mobile, AL more particularly described in the survey provided.

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

Please advise if further assistance is required.

Sincerely,

Blake Jarrett
Corporate Real Estate

Enclosure: Survey

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 29, 2025

Mr. John F. Crenshaw, P.L.S.
802 Murray Hill Road
Irvington, AL 36544-3438

RE: Request to vacate a 40' Wide Service ROW
East of and adjacent to 6401 Overlook Road (south side at Middle Ring)
Section 08, T4S-R2W

Dear Mr. Crenshaw:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

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

MOBILE AREA WATER AND SEWER SYSTEM

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

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

June 6, 2025

Faith Ministries, Inc.
6401 Overlook Road
Mobile, Al 36618

Re: Vacation Request

Vacation: 40- foot unopened, unpaved service road

Faith Ministries Inc.,

In response to John F. Crenshaw letter dated May 7th, 2025 relative to the above referenced Vacation Request 40' unopened, unpaved service road.

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Jun 13, 2025 14:15 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: John F. Crenshaw

Engineering Approval: RJ

Systems Planning Approval: WM

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

May 13, 2025

John Crenshaw
Faith Ministries, Inc.
6401 Overlook Rd
Mobile, Alabama 36618

Dear Mr. Crenshaw

This letter is written in response to your letter of May 7, 2025 wherein a request is made of AT&T for consent to the vacation of ROW for an unused service road off of Overlook Rd, as described in the attached survey of May 7, 2025. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-406-0123 if any additional information is required.

Sincerely,

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

COMCAST

September 9, 2025

John F. Crenshaw
Land Surveyor
c/o Faith Ministries, Inc.
6401 Overlook Road
Mobile, AL 36618

Re: Request to Vacate Portions of Property at 6401 Overlook Road, Mobile, AL 36618

Dear Mr. Crenshaw,

This letter is in response to your letter dated May 7, 2025, requesting Comcast to consent to the vacation of portions of a 40-foot unopened, unpaved service road located at or near 6401 Overlook Road, Mobile, AL 36618.

Comcast currently has aerial facilities along the right of way of the said property, and defined as:

> An easement 25 feet in width, the centerline of which is described as follows:
> Commencing at the northeast corner of Section 8, T4S, R2W, Mobile County, Alabama, and run S 00 degrees 28 minutes 50 seconds E along the East line of Section 8 a distance of 40 feet more or less to a point on the south right of way line of Overlook road; thence westerly a distance along the south right of way of Overlook road a distance of 37.5 feet to the point of beginning; thence S 00 degrees 28 minutes 50 seconds E and parallel with the centerline of Middlering Road a distance of 623 feet more or less to a point of ending on the north property line of Joseph B. Stapleton.

Comcast consents to vacate the said portions of the said property but does not revoke or waive its right to be in the public right of way or any existing utility easement within or adjacent to the said property, now or at a future date. This letter of consent is issued under the condition that the right of way is kept in accordance with the permit granted to Comcast for the full enjoyment or use of its facilities within or adjacent to the said area to be vacated.

If you need additional information, please contact me at Rodney_Governs@comcast.com or (501) 912-1774.

Sincerely,

Rodney Governs

Rodney Governs
Director of Construction

Kim Hastie
Revenue Commissioner
Mobile County, Alabama

3925 Michael Blvd Suite G
Mobile, AL 36609

Printed on: 10/7/2025

2025 ASSESSMENT STATEMENT

Owner

FAITH MINISTRIES INC

Mailing Address

6694 ROYALTY WAY
MOBILE AL 36618-4642

PARCEL INFORMATION	
Parcel Number	28 03 08 1 001 001.01X
Receipt Number	121464
Account Number	01416051
Tax Year	2025
Tax & Cost	$0.00
Escaped Taxes Due	$0.00
Amount Paid	$0.00
Total Due	$0.00
Due Date	

ASSESSMENT INFORMATION	
Location	6401 OVERLOOK RD MOBILE AL 36618-3106
Neighborhood	MUNI 14 MOBILE PROPER
Subdivision	
Lot	
Block	
Property Class	2
Acreage	2.980
Exempt Code	OTH
Municipality	14 - MOBILE
School District	2
Disability Code	
Over 65 Code	
Key #:	1416051



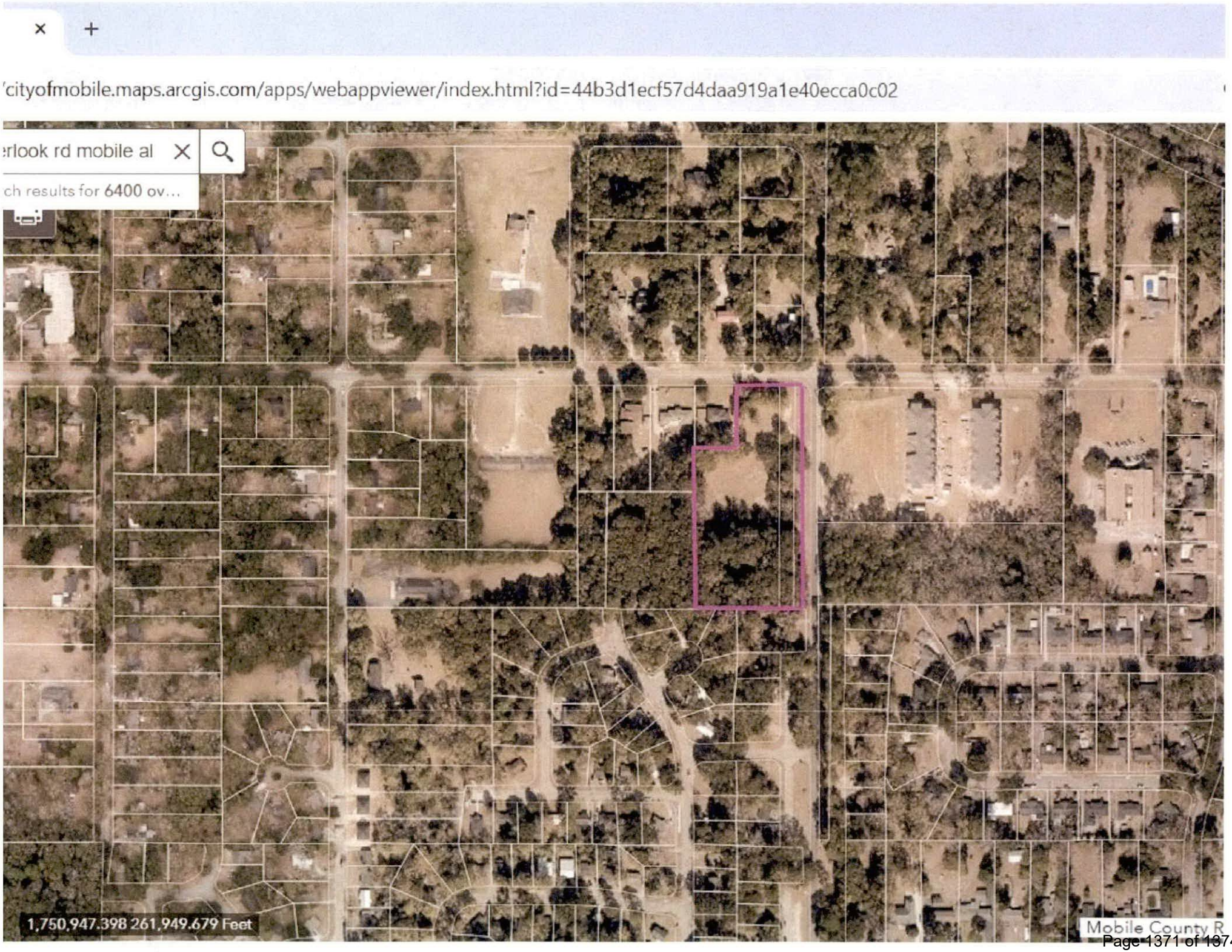
VALUATION SUMMARY

Improvement Value	Land Value	Market Value	Appraised Value	Assessed Value
$0	$101,000	$101,000	$101,000	$20,200

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
STATE	14 - MOBILE	$20,200	6.50	$131.30	$131.30	$0.00
COUNTY	14 - MOBILE	$20,200	20.50	$414.10	$414.10	$0.00
SCHOOL	14 - MOBILE	$20,200	14.00	$282.80	$282.80	$0.00
DIST SCHOOL	14 - MOBILE	$20,200	15.50	$313.10	$313.10	$0.00
CITY	14 - MOBILE	$20,200	7.00	$141.40	$141.40	$0.00
FOREST	14 - MOBILE	$0	0.00	$0.00	$0.00	$0.00
TAX TOTAL				**$1,282.70**	**$1,282.70**	**$0.00**

Current Due	$0.00
Fees	$0.00
Payments	$0.00
Back Taxes	$0.00
TOTAL DUE	$0.00
Due Date	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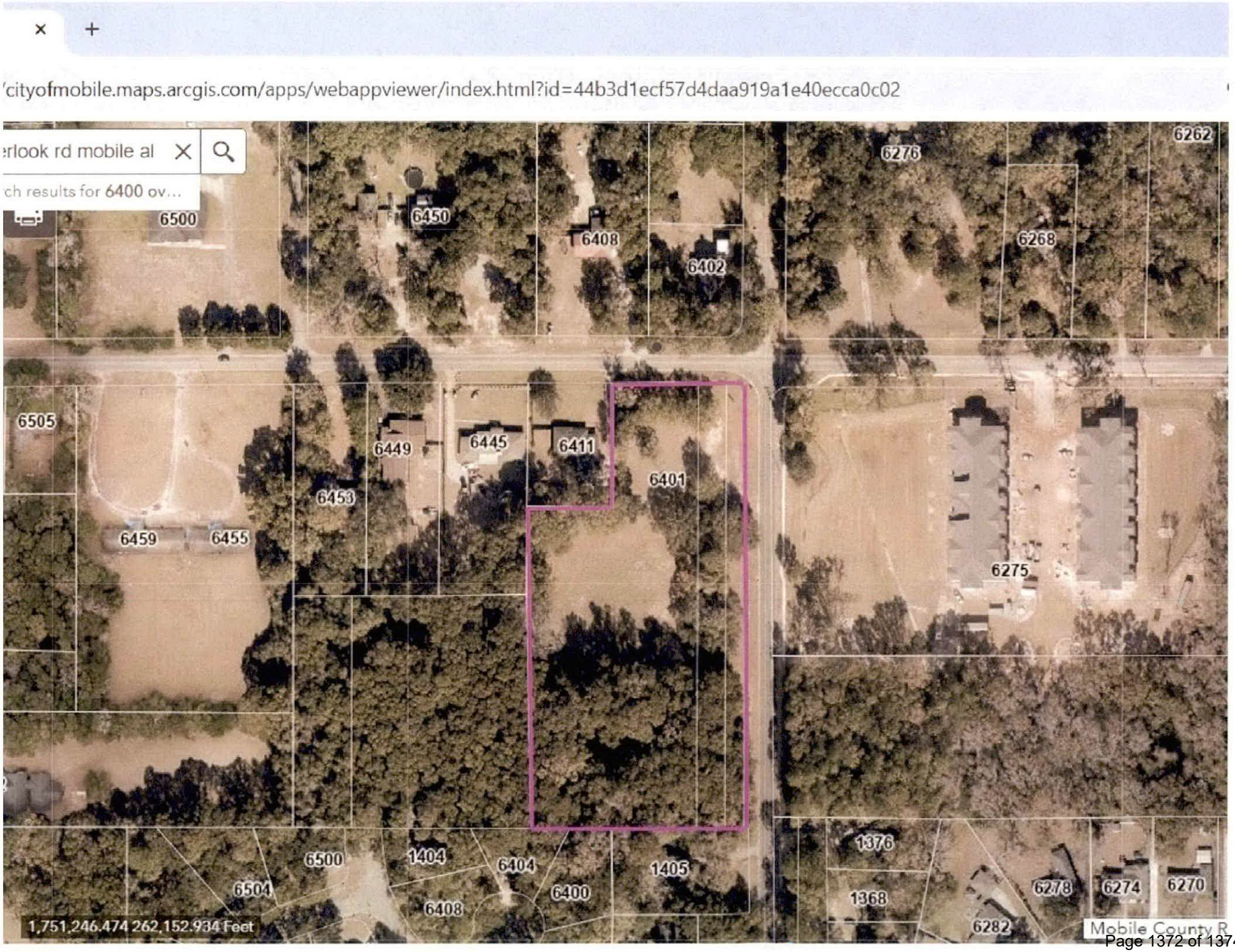
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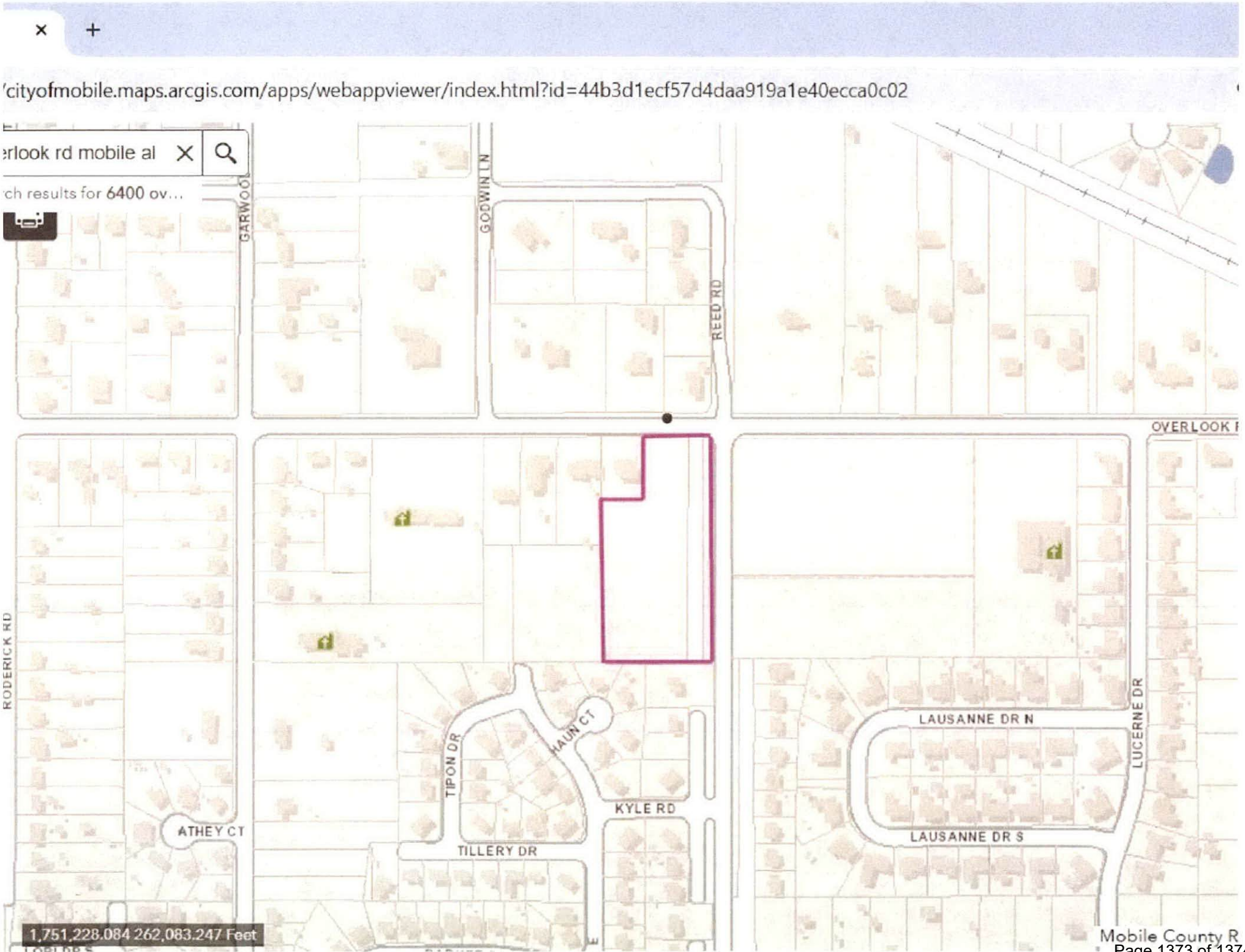
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GODWIN LN
REED RD
OVERLOOK
RODERICK RD
TIPON DR
HAUN CT
KYLE RD
ATHEY CT
TILLERY DR
LAUSANNE DR N
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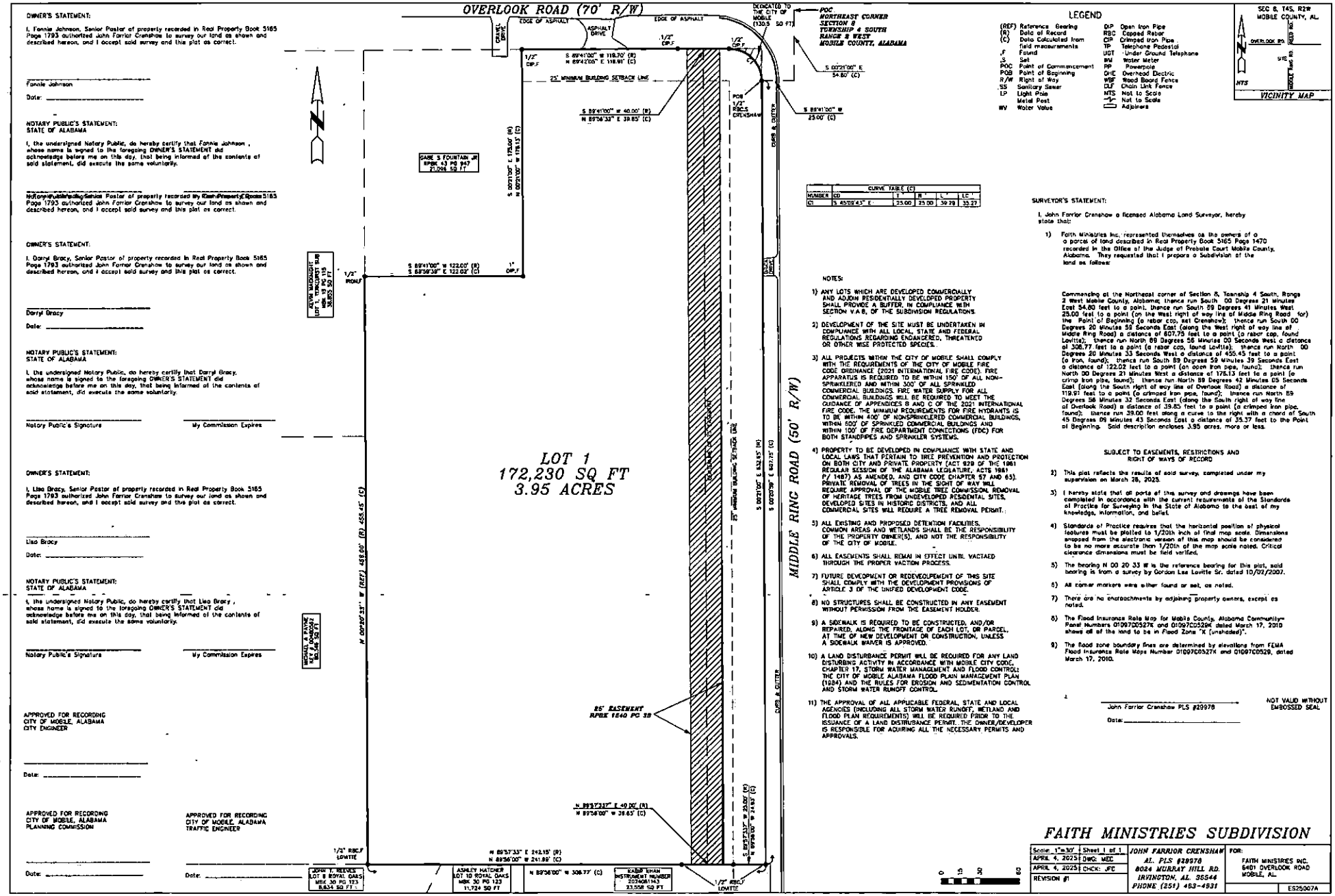

CURVE TABLE (C)					
NUMBER	CD	T	R	L	LC
C1	S 45°09'45" E	25.00	25.00	39.28	35.37

OWNER'S STATEMENT:

I, Fannie Johnson, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Fannie Johnson

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Fannie Johnson, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Darryl Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Darryl Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Darryl Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

OWNER'S STATEMENT:

I, Lisa Bracy, Senior Pastor of property recorded in Real Property Book 5165 Page 1793 authorized John Farrior Crenshaw to survey our land as shown and described hereon, and I accept said survey and this plat as correct.

Lisa Bracy

Date: _____

NOTARY PUBLIC'S STATEMENT:
STATE OF ALABAMA

I, the undersigned Notary Public, do hereby certify that Lisa Bracy, whose name is signed to the foregoing OWNER'S STATEMENT did acknowledge before me on this day, that being informed of the contents of said statement, did execute the same voluntarily.

Notary Public's Signature _____ My Commission Expires _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
CITY ENGINEER

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
PLANNING COMMISSION

Date: _____

APPROVED FOR RECORDING
CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEER

Date: _____

LEGEND

(REF)	Reference Bearing	OIP	Open Iron Pipe
(R)	Data of Record	RBC	Capped Rebar
(C)	Data Calculated from field measurements	CIP	Crimped Iron Pipe
.F	Found	TP	Telephone Pedestal
.S	Set	UGT	Under Ground Telephone
POC	Point of Commencement	WM	Water Meter
POB	Point of Beginning	PP	Powerpole
R/W	Right of Way	OHE	Overhead Electric
SS	Sanitary Sewer	WBF	Wood Board Fence
LP	Light Pole	CLF	Chain Link Fence
MP	Metal Post	NTS	Not to Scale
WV	Water Valve	N/A	Not to Scale
			Adjoiners

SEC 8, T4S, R2W
MOBILE COUNTY, AL.

VICINITY MAP

NOTES:

1) ANY LOTS WHICH ARE DEVELOPED COMMERCIALLY AND ADJOIN RESIDENTIALLY DEVELOPED PROPERTY SHALL PROVIDE A BUFFER IN COMPLIANCE WITH SECTION V.A.8, OF THE SUBDIVISION REGULATIONS.

2) DEVELOPMENT OF THE SITE MUST BE UNDERTAKEN IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED OR OTHER WISE PROTECTED SPECIES.

3) ALL PROJECTS WITHIN THE CITY OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2021 INTERNATIONAL FIRE CODE). FIRE APPARATUS IS REQUIRED TO BE WITHIN 150' OF ALL NON-SPRINKLERED AND WITHIN 300' OF ALL SPRINKLED COMMERCIAL BUILDINGS. FIRE WATER SUPPLY FOR ALL COMMERCIAL BUILDINGS WILL BE REQUIRED TO MEET THE GUIDANCE OF APPENDICES B AND C OF THE 2021 INTERNATIONAL FIRE CODE. THE MINIMUM REQUIREMENTS FOR FIRE HYDRANTS IS TO BE WITHIN 400' OF NONSPRINKLERED COMMERCIAL BUILDINGS, WITHIN 600' OF SPRINKLED COMMERCIAL BUILDINGS AND WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS (FDC) FOR BOTH STANDPIPES AND SPRINKLER SYSTEMS.

4) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PREVENTION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTY (ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE, ACTS 1961 P./ 1487) AS AMENDED, AND CITY CODE CHAPTER 57 AND 65). PRIVATE REMOVAL OF TREES IN THE SIGHT OF WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

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

6) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACTAED THROUGH THE PROPER VACTION PROCESS.

7) FUTURE DEVELOPMENT OR REDEVELOPEMENT OF THIS SITE SHALL COMPLY WITH THE DEVELOPMENT PROVISIONS OF ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE.

8) NO STRUCTURES SHALL BE CONSTRUCTED IN ANY EASEMENT WITHOUT PERMISSION FROM THE EASEMENT HOLDER.

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

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

11) THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOOD PLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTRUBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL THE NECESSARY PERMITS AND APPROVALS.

SURVEYOR'S STATEMENT:

I, John Farrior Crenshaw a licensed Alabama Land Surveyor, hereby state that:

1) Faith Ministries Inc, represented themselves as the owners of a a parcel of land described in Real Property Book 5165 Page 1470 recorded in the Office of the Judge of Probate Court Mobile County, Alabama. They requested that I prepare a Subdivision of the land as follows:

Commencing at the Northeast corner of Section 8, Township 4 South, Range 2 West Mobile County, Alabama; thence run South 00 Degrees 21 Minutes East 54.80 feet to a point; thence run South 89 Degrees 41 Minutes West 25.00 feet to a point (on the West right of way line of Middle Ring Road for) the Point of Beginning (a rebar cap, set Crenshaw); thence run South 00 Degrees 20 Minutes 58 Seconds East (along the West right of way line of Middle Ring Road) a distance of 807.75 feet to a point (a rebar cap, found Lowtie); thence run North 89 Degrees 56 Minutes 00 Seconds West a distance of 308.77 feet to a point (a rebar cap, found Lowtie); thence run North 00 Degrees 20 Minutes 33 Seconds West a distance of 455.45 feet to a point (a iron, found); thence run South 89 Degree 59 Minutes 39 Seconds East a distance of 122.02 feet to a point (an open iron pipe, found); thence run North 00 Degrees 21 Minutes West a distance of 175.13 feet to a point (a crimp iron pipe, found); thence run North 89 Degrees 42 Minutes 05 Seconds East (along the South right of way line of Overlook Road) a distance of 119.97 feet to a point (a crimped iron pipe, found); thence run North 89 Degrees 56 Minutes 33 Seconds East (along the South right of way line of Overlook Road) a distance of 39.85 feet to a point (a crimped iron pipe, found); thence run 39.00 feet along a curve to the right with a chord of South 45 Degrees 09 Minutes 45 Seconds East a distance of 35.37 feet to the Point of Beginning. Said description encloses 3.95 acres, more or less.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD

2) This plat reflects the results of said survey, completed under my supervision on March 28, 2025.

3) I hereby state that all parts of this survey and drawings have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

4) Standards of Practice requires that the horizontal position of physical features must be plotted to 1/20th inch of that map scale. Dimensions scrapped from the electronic version of this map should be considered to be no more accurate than 1/20th of the map scale noted. Critical clearance dimensions must be field verified.

5) The bearing N 00 20 33 W is the reference bearing for this plat, said bearing is from a survey by Gordon Lee Lowtie Sr. dated 10/02/2007.

6) All corner markers were either found or set, as noted.

7) There are no encroachments by adjoining property owners, except as noted.

8) The Flood Insurance Rate Map for Mobile County, Alabama Community-Panel Numbers 01097C0527K and 01097C0529K dated March 17, 2010 shows all of the land to be in Flood Zone "X (unshaded)".

9) The flood zone boundary lines are determined by elevations from FEMA Flood Insurance Rate Maps Number 01097C0527K and 01097C0529, dated March 17, 2010.

John Farrior Crenshaw PLS #29978

Date: _____

NOT VALID WITHOUT EMBOSSED SEAL

FAITH MINISTRIES SUBDIVISION

Scale: 1"=30'	Sheet 1 of 1	JOHN FARRIOR CRENSHAW AL. PLS #29978 8024 MURRAY HILL RD. IRVINGTON, AL. 36544 PHONE (251) 463-4931	FOR: FAITH MINISTRIES INC. 6401 OVERLOOK ROAD MOBILE, AL.
APRIL 4, 2025	DWG: MDC		
APRIL 4, 2025	CHCK: JFC		
REVISION #1			ES25007A