**AGENDA**
**Mobile City Council**

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 14, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Pastor Aariff Bradley, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **COMMUNICATIONS FROM THE MAYOR**

7. **ADOPTION OF THE AGENDA**

8. **APPEALS**

   Request of Brandon Oates for a waiver of the Noise Ordinance at 1757 Government Street on April 17, 2026, from 5:00 p.m. - 11:00 p.m. (District 2).

   Request of Terri De Four for a waiver of the Noise Ordinance at 600 Government Street on May 23, 2026, from 9:00 a.m. - 10:00 p.m. (District 2).

   Request of Jayson Evans for a waiver of the Noise Ordinance at Mardi Gras Park on

August 1, 2026, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of Karrie Nelson for a waiver of the Noise Ordinance at Mardi Gras Park on November 7, 2026, from 11:00 a.m. - 4:00 p.m. (District 2).

Request of Kaitlyn Burkett for a waiver of the Noise Ordinance at 54 S. Conception Street on June 11, 2026, from 8:00 p.m. - 11:00 p.m. (District 2).

Request of Kaitlyn Burkett for a waiver of the Noise Ordinance at 54 S. Conception Street on June 12, 2026, from 5:00 p.m. - 11:00 p.m. (District 2).

Request of Clotilda Descendants Association for a waiver of the Noise Ordinance at Hope Park on July 10, 2026, from 8:00 a.m. - 4:00 p.m. (District 2).

Request of History Museum of Mobile for a waiver of the Noise Ordinance at Hope Park on July 25, 2026, from 1:00 p.m. - 5:00 p.m. (District 2).

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

Request of Ebony Tabb for a waiver of the Noise Ordinance at 1254 W. Bucker Road on May 9, 2026, from 11:00 a.m.  - 10:00 p.m. (District 3).

Request of Ebony Tabb for a waiver of the Noise Ordinance at 1254 W. Bucker Road on June 20, 2026, from 2:00 p.m.  - 10:00 p.m. (District 3).

Request of Geraldine McConnell for a waiver of the Noise Ordinance at 1123 Dunaway Drive on July 11, 2026, from 4:30 p.m. - 10:00 p.m. (District 3).

## 9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Shree Shaw Lovett - provide information about events for the National Day of Prayer.

Darlene Chavers, Ms. Super Senior Mobile 2026 - give information about the Ms. Senior Alabama organization.

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

Rodney Toomer - present youth workforce transportation proposal.

Tammy White Steele - community violence, safety, surviving mothers living through

tragedy.

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

## 10. RESOLUTIONS HELD OVER

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.).

08-383 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.).

08-386 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.).

08-388 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).

## 11. ORDINANCES BEING INTRODUCED

06-018 Ordinance to amend Chapter 6, "Ambulances and Other Medical Transportation", of the Mobile City Code (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

## 12. CONSENT RESOLUTIONS BEING INTRODUCED

31-393 Authorize the Mayor to apply, accept, and receive a Notice of Award and Memorandum of Agreement from the Bureau of Justice Assistance for the FY 2025 Edward Byrne Memorial Justice Grant; $272,357.00 (no local match) (sponsored by

Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt. Dept. and Chief William Jackson, MPD).

37-394 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Follies Oyster and Cocktail; 800 Monroe Street (sponsored by Councilmember Ingram).

37-395 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Cottage Hill Package; 6376 Cottage Hill Road (sponsored by Councilmember Reynolds).

37-396 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Cottage Hill Package II; 9124 Cottage Hill Road (sponsored by Councilmember Woods).

37-397 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Piggly Wiggly; 306 S. University Boulevard (sponsored by Councilmember Fleming).

37-398 Recommend approval to the ABC Board for issuance of a Specialty Retailer of Consumable Hemp Products License to Piggly Wiggly; 5651 Moffett Road (sponsored by Councilmember Gregory).

58-399 Authorize removal of weeds, Group 1676.

58-400 Assess costs for removal of weeds, Group 1674.

60-401 Approve award of special bonus to the Parks and Recreation Employee of the Month; Pettaway (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

60-402 Approve award of special bonus to the Officer of the Month; Mistrot (sponsored by Mayor Cheriogotis) (submitted by Chief William Jackson, MPD).

60-403 Determine an appropriation to Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

60-404 Determine an appropriation to Youth on the Winning Side serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Finance Dept.).

**13. CIP RESOLUTIONS BEING INTRODUCED**

09-405 Transfer funds from CIP Project Cruise Terminal Replace Roof/Parapet Alabama Municipal Trust Fund to Capital Project Cruise Terminal Disembark Ramp Alabama Trust Fund for design, engineering, construction, installation, and related work necessary to provide a disembarkation ramp to accommodate larger capacity vessels at the Mobile Cruise Terminal; $25,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-406 Transfer funds from Capital Project Cruise Roll Up Doors/Gangway to Capital Project Cruise Terminal Disembark Ramp for design, engineering, construction, installation and other tasks associated with a new disembark ramp to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal; $25,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-407 Transfer funds from Capital Project Cruise Terminal Replace Roof/Parapet to Capital Project Cruise Terminal Disembark Ramp for design, engineering, construction, installation, and related work to provide a disembarkation ramp; $50,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-408 Transfer funds from Capital Project Cruise Roll Up Doors/Gangway to Capital Project Cruise Terminal Equipment & Misc. for passenger lobby chairs and stainless stall processing tables to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal; $75,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

09-409 Transfer funds from Capital Project Cruise Terminal Elevator Upgrades to Capital Project Cruise Terminal Disembark Ramp for design, engineering, construction, installation and other tasks associated with a new disembark ramp required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal; $200,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Admin. Services Dept.).

**14. RESOLUTIONS BEING INTRODUCED**

03-410 Appoint Logan U. Gewin as Executive Director of Finance (sponsored by Mayor Cheriogotis) (submitted by Ricardo Woods, City Attorney).

08-411 Approve purchase order to CDW Government, LLC for annual renewal of Cisco malware protection and network security software for MIT; $73,050.81 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-412 Approve purchase order to H F Glaude Construction for storm drainage vegetation and debris removal, Oakleigh Dr. to Three Mile Creek; $17,643.45 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-413 Approve purchase order to Major League Landscaping, LLC for storm drainage vegetation and debris removal, Chalet Dr. to Innsbruck Dr.; $19,737.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-414 Approve purchase order to Insight Public Sector for 30 computers for MPD; $32,533.20 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-415 Approve purchase order to Leggett Family Enterprises for sod installation for Hillcrest Road median, from Cottage Hill Rd. to Windsor Dr.; $27,245.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-416 Approve purchase order to Northstar Performance Improvement, LLC for 5 day training course for incident investigation, root-cause analysis, and management oversight certification for MFRD; $25,180.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-417 Approve purchase order to Stivers Ford Lincoln, Inc. for 2 Ford supercrew pickup trucks for Public Services Dept.; $69,294.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-418 Transfer funds from Langan Park Dredging to 2022 CIP Project Langan Park Storm Water for additional construction administrative services; $27,000.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by Jennifer Greene, Program & Project Mgmt. Dept.).

09-419 Transfer funds from Capital Project Convention Center Capital to Capital Project Convention Center Mechanical Improvements to replace the existing chiller; $310,000.00 (sponsored by Mayor Cheriogotis) (submitted by Carleen Stout-Clark, REAM Dept.).

21-420 Authorize amendment #2 to Contract with Geosyntec Consultants Inc. for CIP-Langan Park Stormwater Improvement; $27,000.00 (increase) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs and Project Mgmt. Dept.).

## 15. CALL FOR PUBLIC HEARINGS

41-421 Call for public hearing to consider the modification of a previously approved

Planned Unit Development for property located at 1879 Conception Street Road (scheduled for May 19, 2026) (District 2).

41-422 Call for public hearing to consider the application of Charles Henry Royal II for a Certificate of Public Convenience and Necessity to operate a Shuttle Service (scheduled for April 28, 2026).

**16. ANNOUNCEMENTS**

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Brandon Oates
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251)298-3408 Cell Number: (334)441-6261

Organization (if applicable) The Pillars Events LLC

Mailing Address of Applicant 1757 Government St. Mobile, AL 36604

Telephone No. _____ E-mail address brandon@pillarsmobile.com

Location or address of event where amplification will be used:
1757 Government St.

Date of Event: 4/17/26 Starting Time: 5pm Ending Time 11pm

**(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 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: Terri De Four
PLEASE PRINT ALL INFORMATION

Home Phone Number: 1 (251) 391-1547 Cell Number: _____

Organization (if applicable) The Greater Gulf Coast Caribbean Culture & Arts Festival

Mailing Address of Applicant 214 Upham st Mobile Al 36606

Telephone No. 12513911547 E-mail address info@ggcccaf.com

Location or address of event where amplification will be used:
Oyster City Brewery 600 Government St.

Date of Event: May 23rd 2026 Starting Time: 9am Ending Time 10pm

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

Type of Event: Caribbean Festival

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: Jayson Evans
PLEASE PRINT ALL INFORMATION

Home Phone Number: (205)602-9688 Cell Number: _____

Organization (if applicable) Huncho Fest Music LLC

Mailing Address of Applicant 6427 Airport Blvd

Telephone No. (205)602-9688 E-mail address Hunchofest@gmail.com

Location or address of event where amplification will be used:
Mardi Gras Park (163 Government St, Mobile, AL 36602)

Date of Event: August 1, 2026 Starting Time: 3:00 PM Ending Time 7:00 PM

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

Type of Event: Music Festival

Do you plan to sell alcohol at this event? _____ YES No _____ 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 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: Karrie Nelson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.654.7646 Cell Number: 251.654.7646

Organization (if applicable) The Cookery Project

Mailing Address of Applicant PO Box 8482

Telephone No. 251.260.1300 E-mail address admin@thecookeryproject.org

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: 11/7/26 Starting Time: 11 am Ending Time 4 pm
**(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: Festival

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.*

**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: Kaitlyn Burkett
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 223 3978 Cell Number: 251 223 3978

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 4321 Downtowner Loop N Mobile AL 36609

Telephone No. 251 318 2155 E-mail address Kaitlyn@Rpom.org

Location or address of event where amplification will be used:
545 Conception St Mobile AL 36602

Date of Event: 6/11/26 Starting Time: 8pm Ending Time 11pm

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

Type of Event: Block party

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

***Music containing obscene language or profanity is prohibited***

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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***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: Kaitlyn Burkett
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 223 3978 Cell Number: 251 223 3978

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 4321 Downtowner Loop N Mobile AL 36609

Telephone No. 251 318 2155 E-mail address Kaitlyn@Rpom.org

Location or address of event where amplification will be used:
545 Conception St Mobile AL 36602

Date of Event: 6/12/26 Starting Time: 5pm Ending Time 11pm

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

Type of Event: Pride Art Walk, Drag show, Performance.

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

***Music containing obscene language or profanity is prohibited***

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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***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: Kaitlyn Burkett
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 223 3978 Cell Number: 251 223 3978

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 4321 Downtowner Loop N Mobile AL 36609

Telephone No. 251 318 2155 E-mail address Kaitlyn@Rpom.org

Location or address of event where amplification will be used:
545 Conception St Mobile AL 36602

Date of Event: 6/11/26 Starting Time: 8pm Ending Time 11pm

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

Type of Event: Block party

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

***Music containing obscene language or profanity is prohibited***

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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***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: Kaitlyn Burkett
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 223 3978 Cell Number: 251 223 3978

Organization (if applicable) Rainbow Pride of Mobile

Mailing Address of Applicant 4321 Downtowner Loop N Mobile AL 36609

Telephone No. 251 318 2155 E-mail address Kaitlyn@Rpom.org

Location or address of event where amplification will be used:
545 Conception St Mobile AL 36602

Date of Event: 6/12/26 Starting Time: 5pm Ending Time 11pm

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

Type of Event: Pride Art Walk, Drag show, Performance.

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

***Music containing obscene language or profanity is prohibited***

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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

***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: Clotilda Descendants Association
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (540)388-2832

Organization (if applicable) _____

Mailing Address of Applicant PO Box 969

Telephone No. _____ E-mail address datcat3@verizon.com

Location or address of event where amplification will be used:
Hope Park 850 Edwards Street, Mobile, Alabama 36610

Date of Event: July 10, 2026 Starting Time: 8am Ending Time 4pm

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

Type of Event: Ancestral Festival

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: Jessica Fairley/ History Museum of Mobile
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-206-5798 Cell Number: 251-591-5096

Organization (if applicable) HMM-Africatown Heritage House

Mailing Address of Applicant 2465 Winbush Street, Mobile, AL 36610

Telephone No. 251-206-5798 E-mail address j.fairley@historymuseumofmobile.com

Location or address of event where amplification will be used:
850 Edwards Street, Mobile, AL 36610

Date of Event: July 25, 2026 Starting Time: 1:00pm Ending Time 5:00pm

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

Type of Event: Cultural Festival

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: Micaiah Rockwell
PLEASE PRINT ALL INFORMATION

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

Organization (if applicable) Fleet Feet Mobile

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

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

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

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

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

Type of Event: Street party, Athletic Tournament

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

***Music containing obscene language or profanity is prohibited***

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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: Ebony Tabb
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-391-2018

Organization (if applicable) _____

Mailing Address of Applicant 1254 W. Bucker Rd.

Telephone No. 251-391-2018 E-mail address ebonytabb80@gmail.com

Location or address of event where amplification will be used:

_____

Date of Event: June 20, 2026 Starting Time: 2:00PM Ending Time 10:00PM

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

Type of Event: Father's Day Event

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

***Music containing obscene language or profanity is prohibited***

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

# APPLICATION FOR WAIVER OF NOISE ORDINANCE

**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: Ebony Tabb

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-391-201

Organization (if applicable) _____

Mailing Address of Applicant 1254 W. Bucker Rd.

Telephone No. 251-391-2015 E-mail address ebonytabb80@gmail

Location or address of event where amplification will be used:

_____

Date of Event: May 9, 2026 Starting Time: 11:00 AM Ending Time 10:00 PM

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

Type of Event: Mother's Day Event

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

***Music containing obscene language or profanity is prohibited***

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

CITY CLERK DEPARTMENT

2026 APR -6 PM 12:05

# 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: GERALDINE MCCONNELL/FRED LINDSEY JR.
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251)643-5237

Organization (if applicable) N/A

Mailing Address of Applicant 1123 DUNAWAY DR., MOBILE, AL 36605

Telephone No. (251)648-5237 E-mail address MSGERRICDK1@

Location or address of event where amplification will be used:
1123 DUNAWAY DR., MOBILE, AL 36605

Date of Event: July 11, 2026 Starting Time: 4:30pm Ending Time 10:00pm

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

Type of Event: Birthday Party

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

***Music containing obscene language or profanity is prohibited***

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

**From:** White, Jessica
**To:** Pafenbach, Lana
**Subject:** Addressing City Council
**Date:** Thursday, April 9, 2026 2:28:25 PM
**Attachments:** Outlook-1hgqhmhw.png

---

Please add Shree Shaw Lovett, with National Day of Prayer Task Force to the Tuesday April 14th City Council Meeting Date. She will be speaking regarding upcoming National Day of Prayer Events within the City of Mobile.
Contact: Shree Shaw Lovett 251-533-6566 or Jessica White 251-554-6540.

Thanks!

**Jessica White, Office Assistant III**
City of Mobile Engineering
205 Government St.
3rd Floor, South Tower
Mobile, AL 36602
251.208.7458

**From:** Carroll Lambert, Lisa
**To:** Pafenbach, Lana
**Subject:** Fwd: Ms Senior Alabama Meeting
**Date:** Thursday, April 9, 2026 4:44:13 PM
**Attachments:** Outlook-IconnnAI-g.png
Outlook-Telephone .png
Outlook-Email with.png
Outlook-Map with p.png
Outlook-Mailbox wi.png

---

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

**From:** TIMOTHY CHAVERS <dfchavers@bellsouth.net>
**Date:** April 9, 2026 at 9:09:28 AM CDT
**To:** "Sisk, Ethan" <ethan.sisk@cityofmobile.gov>
**Cc:** "Carroll Lambert, Lisa" <lisa.carroll@cityofmobile.gov>
**Subject: Re: Ms Senior Alabama Meeting**

You don't often get email from dfchavers@bellsouth.net. Learn why this is important

**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.

Good Morning Lisa,

This is Darlene Chavers Ms Super Senior Mobile 2026. Ethan Sisk said I should email you on Thursday before the Tuesday City Council meeting in order to be put on the schedule. I would love to come on April 14, 2026. Please let me know if that is okay.

Thank you,
Darlene Chavers
Ms Super Senior Mobile 2026

On Monday, March 30, 2026 at 08:56:16 AM CDT, Sisk, Ethan <ethan.sisk@cityofmobile.gov> wrote:

Good morning Darlene,

To speak at an upcoming city council meeting, please email Lisa Caroll the Thursday before the upcoming Tuesday meeting. The Mayor can be available after the city council meeting to have a conversation with you.

I have copied Ms. Lisa on this email thread to ensure you have her contact.

Thank you for reaching out!

Best regards,




## Ethan Sisk

**Special Assistant** | Mayor Spiro Cheriogotis

Office of Mayor Spiro N. Cheriogotis

**O**: 251 208-7804

ethan.sisk@cityofmobile.gov

MOBILE
ALABAMA

205 Government Street, Mobile, AL 36644





P.O. Box 1827, Mobile, AL 36633

---

**From:** TIMOTHY CHAVERS <dfchavers@bellsouth.net>
**Sent:** Friday, March 27, 2026 5:30 PM
**To:** Cheriogotis, Spiro <spiro@cityofmobile.gov>
**Cc:** Sisk, Ethan <ethan.sisk@cityofmobile.gov>
**Subject:** Ms Senior Alabama Meeting

You don't often get email from dfchavers@bellsouth.net. Learn why this is important

**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.

Mayor Cheriogotis,

This is Darlene Chavers, Ms Super Senior Mobile 2026. I want to thank you & Ethan for taking the time to speak with me and take pictures at the Chocolate Festival. I really appreciate it.

I would love to set up a time to come see you and also speak to the City Council. Ms Senior Alabama is a non-profit organization and our goal is to encourage women over the age of 60 to get involved in their cities, counties and state. We require our delegates to volunteer wherever they can in their cities. In 2024 the Governor's Office of Volunteerism recognized us for our volunteerism. Serve Alabama is also following Ms Senior Alabama.

Over twenty years ago, Mobile was very involved in the Ms Senior Alabama Pageant program. Our Last Ms Senior Mobile was in 2004 and she went on to become Ms Senior

Alabama 2024.

Please let me know when would be a good time to meet.  You may email me at dfchavers@bellsouth.net or call me at 251-709-4022.

Regards,
Darlene Chavers
Ms Senior Mobile 2026
<Outlook-IconnnAI-g.png>
<Outlook-Telephone .png>
<Outlook-30qnwcfw.jpg>
<Outlook-Mailbox wi.png>
<Outlook-Email with.png>
<Outlook-Map with p.png>

**From:** City Clerk
**To:** Pafenbach, Lana
**Subject:** Fw: CityofMobile.org: Addressing City Council Submission
**Date:** Thursday, April 9, 2026 7:55:42 AM

---

**From:** cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
**Sent:** Thursday, April 9, 2026 5:09 AM
**To:** City Clerk <cityclerk@cityofmobile.org>
**Subject:** CityofMobile.org: Addressing City Council Submission

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

**Name:** Estella Trotter
**Date To Address Council:** 2026-04-14
**Address:** Homeless
**Email:** f.trotter20@gmail.com
**Phone:** 2514552040
**Subject And Specific Questions:** City of Mobile failure to hold accountable the Mobile Housing Board/Authority for violating tenants Due Process rights while Mobile Housing Board/Authority Executive staff's Due Process is protected.
**Pertain To City Business:** City's failure to provide civil rights oversight for tenants due to MHB/MHA discriminating practice.
**Signature:** Estella Trotter
**Signature Verify:** X
**Agree:** X
**Date Submitted:** 2026-04-09 05:09:30

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 9, 2026 7:56:02 AM

---

**From:** cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
**Sent:** Thursday, April 9, 2026 7:19 AM
**To:** City Clerk <cityclerk@cityofmobile.org>
**Subject:** CityofMobile.org: Addressing City Council Submission

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

**Name:** Rodney Toomer
**Date To Address Council:** 2026-04-13
**Address:** 1202 Navco Rd
**Email:** Djrodski@gmail.com
**Phone:** 2515094107
**Subject And Specific Questions:** Youth Workforce Transportation Support Proposal
**Pertain To City Business:** It helps eliminate youth violence issues by helping young men who have transportation issues.
**Signature:** Rodney Toomer
**Signature Verify:** X
**Agree:** X
**Date Submitted:** 2026-04-09 07:19:40

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 9, 2026 11:23:38 AM

---

**From:** cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
**Sent:** Thursday, April 9, 2026 11:23 AM
**To:** City Clerk <cityclerk@cityofmobile.org>
**Subject:** CityofMobile.org: Addressing City Council Submission

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

**Name:** Tammy White Steele
**Date To Address Council:** 2026-04-16
**Address:** 4100 Fenwick Loop W
**Email:** admin@surviving36.org
**Phone:** 251-607-8252
**Subject And Specific Questions:** Community violence, safety surviving mothers as live through this unimaginable tragedy
**Pertain To City Business:** Safety and awareness
**Signature:** Tammy White Steele
**Signature Verify:** X
**Agree:** X
**Date Submitted:** 2026-04-09 11:23:03

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 9, 2026 1:50:21 PM

---

**From:** RJHILL II <rhills4tf@gmail.com>
**Sent:** Thursday, April 9, 2026 1:58 PM
**To:** City Clerk <cityclerk@cityofmobile.org>
**Subject:** Re: 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 (4/14/26). I shall continue the Presentation in reference to the following:

* Rules
* Economic Development
* Public Safety

Thank you for your attention to this matter and for a smooth transition with signing up to petition our local government. 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




On Thu, Apr 2, 2026 at 1:41 PM RJHILL II <rhills4tf@gmail.com> wrote:

> 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
>
> 
> 

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 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:**
Lana Pafenbach
Lana Pafenbach

# 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<br>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**<br><br>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.<br><br>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.<br><br>Pricing shall be provided on the following pages.<br><br>Bidders must return all pages of this bid in a sealed envelope.<br><br>Please note, event dates may change by one (1) day or possibly two (2).<br><br>Registration as a vendor and having a City of Mobile Business License will be required prior to award.<br><br>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/.<br><br>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.<br><br>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 14, 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:**
Lana Pafenbach
Lana Pafenbach

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 18 February 2026 (Date) Item No. _____

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

Sponsored by: Spiro N. Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Orders 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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 | 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 |
|---|---|---|---|---|
| | BOLT KIT; QUOTE #: 227503 | EACH | | |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 158.38 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>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<br>MOBILE, AL 36607 | | | |
| 032 | ENGINE 54/ASSET 52547;<br>PARTS:FUEL/WATER SEPARATOR; QUOTE<br>#: 227503 | 1.00<br>EACH | 77.46000 | 77.46 |
| | 1 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 77.46 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 033 | ENGINE 54/ASSET 52547;<br>PARTS:CLEANER, AIR, 7 INCH; QUOTE<br>#: 227503 | 1.00<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 036 | ENGINE 54/ASSET 52547;<br>PARTS:CRANKCASE FILTER; QUOTE #:<br>227503 | 1.00<br>EACH | 234.18000 | 234.18 |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 234.18 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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**
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 |
|---|---|---|---|---|
| | CYLINDER HEAD BOLT; Quote:227934 | EACH | | |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 200.00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 011 | Truck 48/Asset 52563;PARTS:<br>CLEANER, AIR, 7 INCH; Quote:227934 | 1.00<br>EACH | 213.70000 | 213.70 |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 213.70 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 012 | Truck 48/Asset 52563;PARTS:<br>CRANKCASE FILTER; Quote:227934 | 1.00<br>EACH | 234.18000 | 234.18 |

| 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 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 |
|---|---|---|---|---|
| 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 017 | Truck 48/Asset 52563;PARTS: CLILP. | 10.00 | 4.59000 | 45.90 |
| | WIRE HARNESS, ROCKER; Quote:227934 | EACH | | |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 45.90 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 022 | FREIGHT | 1.00<br>EACH | 275.00000 | 275.00 |
| | Additional Description Notes<br>---<br>Quote:227934<br>Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45050. | | | 275.00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| | Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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<br>Approximately 3 Weeks | $27,404.08<br>30-60 Days |
| **AERIAL T48** | $47,787.83<br>Approximately 3 Weeks | $29,190.97<br>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 | | EXTENSION | |
|---|---|---|---|---|---|---|
| | Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form. | | Dollars | Cents | Dollars | Cents |

**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.

Page 1 of 4

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.

| 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 | | EXTENSION | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| | Page 4 of 4<br><br>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.<br><br>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 14, 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:**
Lana Pafenbach
Lana Pafenbach

# 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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| IMAGETREND, INC.<br>20855 KENSINGTON BLVD.<br><br>LAKEVILLE, MN 55044<br><br>Tel#9524691589 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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<br>---<br><br>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.<br><br>PERIOD COVERED:<br>3/21/26-3/20/27 | | | |
| 001 | SOFTWARE AS FOLLOWS: | 1.00<br>EACH | 4776.17000 | 4776.17 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE CONTINUUM;<br>03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>Inventory Item/Loc 1714 | | | |
| 1 | 6120.70.15.0000.0000.1510.0000.0000.42115. | | | 4776.17 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>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<br>MOBILE, AL 36607 | | | |
| 002 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 4776.17000 | 4776.17 |
| | Additional Description Notes<br>---<br>ANNUAL FEE EMS CONTINUUM; 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>Inventory Item/Loc 1714 | | | |
| | 1 6120.70.15.0000.0000.1510.0000.0000.42115. | | | 4776.17 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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 | Acct No: |
| | 6120.70.15.0000.0000.1510.0000.0000.42115. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 3 |

| 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 |
|---|---|---|---|---|
| | ANNUAL FEE FIRE PACKAGE, 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>Inventory Item/Loc 1714 | | | |
| 1 | 6120.70.15.0000.0000.1510.0000.0000.42115. | | | 4776.17 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 004 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 84739.39000 | 84739.39 |
| | Additional Description Notes<br>ANNUAL FEE Elite™ Rescue - SaaS, 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>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 | Acct No: |
| | 6120.70.15.0000.0000.1510.0000.0000.42115. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 4 |

| 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 005 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 15070.08000 | 15070.08 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE Health Information Hub™ Volume Tier 03/21/2026-03/20/2027<br>Invoice PS-INV123547<br>Vendor Item<br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 006 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 11592.45000 | 11592.45 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE HIH™ Elite/Hospital Bi-Directional 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 6 |

| Vendor | Ship To |
|---|---|
| IMAGETREND, INC.<br>20855 KENSINGTON BLVD.<br><br>LAKEVILLE, MN 55044<br><br>Tel#9524691589 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 007 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 10609.00000 | 10609.00 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE Elite EMS Telestaff Integration 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>Inventory Item/Loc 1714 | | | |
| | 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 008 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 11139.45000 | 11139.45 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE Visual Informatics™03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>Inventory Item/Loc 1714 | | | |
| | 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 | Acct No: |
| | 6120.70.15.0000.0000.1510.0000.0000.42115. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 8 |

| 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<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607 | | | |
| 009 | SOFTWARE AS FOLLOWS: | 1.00 EACH | 2121.80000 | 2121.80 |
| | Additional Description Notes<br>---<br><br>ANNUAL FEE CAD Distribution 03/21/2026-03/20/2027 Invoice PS-INV123547<br>Vendor Item<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>6120.70.15.0000.0000.1510.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 9 |

| Vendor | Ship To |
|---|---|
| IMAGETREND, INC.<br>20855 KENSINGTON BLVD.<br><br>LAKEVILLE, MN 55044<br><br>Tel#9524691589 | FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>MOBILE, AL 36607<br>RICHARDSONV@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br><br>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.<br>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 | Acct No: |
| | 6120.70.15.0000.0000.1510.0000.0000.42115. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 10 |

| 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 |
|---|---|---|---|---|---|---|
| | 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 14, 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:**
Lana Pafenbach
Lana Pafenbach

# 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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>--- | | | |
| | 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.<br>Vendor Item | 8.00 EACH | 1412.81000 | 11302.48 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 11302.48 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 002 | AVIGILON OUTDOOR PENDANT MOUNT ADAPTER. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-AD-PEND1<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 2 |

**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 |
|---|---|---|---|---|
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 003 | DOME BUBBLE AND COVER, FOR OUTDOOR PENDANT MOUNT, CLEAR. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-DO-COVR1<br>Vendor Item | 8.00<br>EACH | 115.97000 | 927.76 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 927.76 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>PART# WLMT-1001<br>Vendor Item | 8.00 EACH | 70.61000 | 564.88 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 564.88 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 005 | AVIGILON IR ILLUMINATOR RING FOR H4 & H5 MULTISENSOR CAMERA, PART #H4AMH-AD-IRIL1<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 006 | AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT, PART #POE60U-1BTE<br>Vendor Item | 8.00<br>EACH | 103.01000 | 824.08 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 824.08 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 007 | AVIGILON CORNER MOUNT FOR LARGE | 8.00 | 84.39000 | 675.12 |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 5 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>Vendor Item | EACH | | |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 675.12 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 009 | AVIGILON PENDANT CAP MOUNT FOR DOME CAMERA - WHITE, PART #ACC-PEN-CAP-W.<br>Vendor Item | 41.00 EACH | 24.39000 | 999.99 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 999.99 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>Vendor Item | EACH | | |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 1499.78 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 011 | AVIGILON ALTA CLOUD CAMERA -<br>COMPACT DOME WHTIE. 5MP RESOLUTION.<br>30 DAYS RENTENTION. AI-POWERED,<br>IR AND MICROPHONE, INDOOR ONLY.<br>PART #COMPACTDOME-W-5MP-30<br>Vendor Item | 39.00<br>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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 012 | AVIGILON DROP CEILING MOUNT FOR AVA COMPACT DOME CAMERA, PART #ACC-DRO-CEI<br>Vendor Item | 39.00 EACH | 7.21000 | 281.19 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 281.19 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 013 | AVIGILON AVA CLOUD-NATIVE CAMERA - | 2.00 | 814.18000 | 1628.36 |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 9 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>Vendor Item | EACH | | |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 1628.36 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 014 | AVIGILON PENDANT CAP MOUNT FOR DOME CAMERA- WHITE, PART #ACC-PEN-CAP-W<br>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 | Acct No: |
| | 1000.30.15.1500.1500.1500.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 10 |

| 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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 015 | AVIGILON WALL MOUNT FOR DOME CAMERA - WHITE PART #ACC-MNT-ARM-W<br>Vendor Item | 2.00<br>EACH | 36.58000 | 73.16 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 73.16 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 016 | AVIGILON AVA CLOUD-NATIVE - 360 WHITE. 12MP RESOLUTIONS. 30 DAYS | 4.00<br>EACH | 814.18000 | 3256.72 |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 11 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>Vendor Item | | | |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 3256.72 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 018 | AVIGILON NPT ADAPTER FOR H6ADH<br>PART #NPTA-1201<br>Vendor Item | 4.00<br>EACH | 40.74000 | 162.96 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 162.96 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 019 | AVIGILON MOUNT, PENDANT ARM, 20CM LONG, 1.5 NPT, PART #WLMT-1021 | 4.00<br>EACH | 61.11000 | 244.44 |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 13 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/12/26 | 293963 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account<br>Vendor Item | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010.<br><br>Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>Vendor Item | 13.00 EACH | 1911.65000 | 24851.45 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010.<br><br>Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS | | | 24851.45 |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 14 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>MOBILE, AL 36606 | | | |
| 021 | AVIGILON OUTDOOR PENDANT MOUNT ADPATER. FOR USE WITH THE AVIGILON H5A MULTISENSOR PART #H5AMH-AD-PEND1.<br>Vendor Item | 13.00 EACH | 115.97000 | 1507.61 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 1507.61 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| | Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 022 | DOME BUBBLE AND COVER, FOR OUTDOOR PENDANT MOUNT, CLEAR. FOR USE WITH THE AVIGILONE H5A MULTISENSOR, PART #H5AMH-DO-COVR1<br>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 | Acct No: |
| | 1000.30.15.1500.1500.1500.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 15 |

| 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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 023 | AVIGILON IR ILLUMINATOR RING FOR H4 & H5 MULTISENSOR CAMERA, PART #H4AMH-AD-IRIL1<br>Vendor Item | 13.00<br>EACH | 226.62000 | 2946.06 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 2946.06 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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 | Acct No: |
| | 1000.30.15.1500.1500.1500.0000.0000.47010. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 17 |

| 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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 026 | AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT, PART #POE60U-1BTE<br>Vendor Item | 13.00 EACH | 103.01000 | 1339.13 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 1339.13 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 18 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>Vendor Item | EACH | | |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 28814.37 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 028 | POLE MOUNT PART #RLMT-1001<br>Vendor Item | 13.00<br>EACH | 66.93000 | 870.09 |
| 1 | 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 870.09 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET | | | |

| Bill To | Requisition 00008196-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 19 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>Vendor Item | 13.00 EACH | 61.11000 | 794.43 |
| | 1 1000.30.15.1500.1500.1500.0000.0000.47010. | | | 794.43 |
| | Ship To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606 | | | |
| 030 | AVIGILON GIGABIT 802.3BT 60W POE INJECTOR INDOOR, SINGLE PORT<br>PART#POE60U-1BTE<br>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<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1500.1500.1500.0000.0000.47010.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 20 |

| Vendor | Ship To |
|---|---|
| MOTOROLA SOLUTIONS INC<br>1303 E ALGONQUIN RD<br><br>SCHAUMBURG, IL 60196<br><br>Tel#281-955-2688<br>Fax 281-955-7801 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>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<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br>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 | 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 |
|---|---|---|---|---|---|---|
| | 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

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.



© 2023 Sourcewell. All rights reserved.

| 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<br>* 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<br>* 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 14, 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:**
Lana Pafenbach
Lana Pafenbach

# 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:<br>Additional Description Notes<br>---<br>FORD F350 RED: 2026 FORD F350 SUPER CREW 4X4 PICKUP - MODEL W3B<br>CONTRACT #220000003128-22<br>STATE CONTRACT T191<br>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;<br>OPTION INCL: TRAILER BRAKE CONTROLLER<br>PLATFORM RUNNING BOARDS<br>LT245/75RX17E BSW<br>COLOR: VERMILLION RED<br>SPRAY IN BED LINER (6 ¾")<br>Vendor Item<br>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<br>MOBILE, AL 36607 | | | |
| 002 | FREIGHT | 2.00<br>EACH | 340.00000 | 680.00 |
| | Additional Description Notes<br>---<br>STATE CONTRACT PROVISIONS FOR $2.00 / MILE ONE-WAY<br>Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 1000.30.15.1510.1510.1510.0000.0000.45040. | | | 680.00 |
| | Ship To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>MOBILE, AL 36607<br>Delivery Reference<br>VICTORIA RICHARDSON<br><br>Deliver To<br>FIRE CENTRAL SUPPLY<br>2851 OLD SHELL ROAD<br>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 14, 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:**
Lana Pafenbach
Lana Pafenbach

# RESOLUTION

**2026**

Sponsored by:

Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

| | |
|---|---|
| Name of Company: | 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<br>$ 64,175.00 - YEAR TWO<br>$ 64,175.00 - YEAR THREE<br>$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 | ty@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.

ACORD

# 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 | CONTACT NAME: Chelsea Lima-Dalessandro | |
|---|---|---|
| Insurance Office of America<br>1855 West State Road 434<br>Longwood, FL 32750 | 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 |
| INSURED<br>Impact Fire Services LLC<br>fka Arena Fire Protection<br>10023 Lifeline Ct.<br>Mobile, AL 36608 | 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 : | |

**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<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab Per<br>X Policy Provisions<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | ECP203689415 | 2/14/2026 | 2/14/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>XCU Included | $ 1,000,000<br>$ 500,000<br>$ 10,000<br>$ 1,000,000<br>$ 4,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | CAP5810B596 | 2/14/2026 | 2/14/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 2,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | FFX203689515 | 2/14/2026 | 2/14/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UBC195419125 | 2/14/2026 | 2/14/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 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

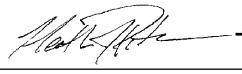
**CERTIFICATE HOLDER**

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


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: IMPAFAC-01 BOLGERN

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Insurance Office of America | Impact Fire Services LLC<br>fka Arena Fire Protection<br>10023 Lifeline Ct.<br>Mobile, AL 36608 |
| POLICY NUMBER<br>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**


© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

# 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<br>1 Chisholm Trail Rd., Suite 330<br>Round Rock, TX 78681 |  |

**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**<br>Impact Fire Services LLC<br>1 Chisholm Trail Rd., Suite 330<br>Round Rock, TX 78681 | | **AUTHORIZED REPRESENTATIVE**<br>  |
| **COVERAGE PARTS AFFECTED:**<br>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<br>1 Chisholm Trail Rd., Suite 330<br>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:



© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

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.


ú 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

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**:


© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

**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.


© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

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 WRITTEN REQUEST FROM YOU SHALL BE SUCH 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.


© 2019 The Travelers Indemnity Company. All rights reserved.

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<br>1 Chisholm Trail Rd, Suite 330<br>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**<br>Arena Fire Protection Inc. | |
| Name (Please Type or Print)<br>Jeremy L Davidson | Title |
| Signature<br>Electronically Signed | Date<br>04/05/2011 |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print)<br>USCIS Verification Division | Title |
| Signature<br>Electronically Signed | Date<br>04/05/2011 |

**Company ID Number:** 406479

| Information Required for the E-Verify Program<br><br>**Information relating to your Company:** | |
|---|---|
| Company Name | Arena Fire Protection Inc. |
| Company Facility Address | 21312 Stateline Rd<br>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<br>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 ____<br>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
- ☐ Exhibit A – Scope of Work
- ☐ Exhibit B – Compensation or Fee Schedule
- ☐ 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**

## AN ORDINANCE TO AMEND CHAPTER SIX OF THE MOBILE CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL OF MOBILE, ALABAMA, as follows:

**SECTION I:** Chapter 6 of the Mobile City Code is hereby amended to read, in its entirety, as follows:

# Chapter 6 AMBULANCES AND OTHER MEDICAL TRANSPORTATION[1]

## *ARTICLE I. IN GENERAL*

### Sec. 6-1. Purpose.

In order to lessen congestion caused by emergency vehicles on the public streets, to facilitate the prompt dispatch of emergency ambulances when needed to protect life and health, and to further promote health, safety and welfare of its citizens, it is hereby declared that the city designates the city fire department as the advanced life support/emergency ambulance provider for all 911 calls within the city limits pursuant to the procedures hereinafter stated. After careful consideration in order to lessen congestion by emergency vehicles on the public streets, to secure safety of pedestrians and vehicles using the public streets and thoroughfares, and additionally because the public necessity requires that such regulations be adopted to preserve and enforce the health, safety and welfare, and the good order and security of the city and its inhabitants, the rules and regulations of private ambulances and municipal emergency ambulances in the city as set out herein are hereby established by the city council exercising sound legislative judgement.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-2. Definitions.

For the purpose of this chapter, the following words, terms, phrases and their derivations shall have the meanings respectively ascribed thereto by this article:

---

[1]Editor's note(s)—Ord. No. 06-030-2022, adopted June 7, 2022, amended the Code by, in effect, repealing former ch. 6, §§ 6-1—6-9, 6-16—6-20, 6-31—6-37, 6-48—6-54, 6-66—6-77, 6-86, 6-87, and 6-89, and adding a new ch. 6. Former ch. 6 pertained to similar subject matter, and derived from Ord. No. 06-050, adopted July 23, 1991; Ord. No. 06-067, adopted September 1, 1992; Ord. No. 01-044, adopted July 6, 1993; Ord. No. 06-046, adopted July 6, 1993; Ord. No. 06-069, adopted October 25, 1994; Ord. No. 06-049, adopted September 26, 2000; Ord. No. 06-054, adopted October 1, 2002; Ord. No. 06-017-2005, adopted February 22, 2005; Ord. No. 06-036-2005, adopted April 26, 2005; Ord. No. 06-012-2007, adopted April 10, 2007; Ord. No. 06-049-2016, adopted September 27, 2016; and Ord. No. 06-028-2018, adopted October 9, 2018.

Cross reference(s)—Taxicabs, ch. 59; wrecker services and wrecker rotation list, ch. 63.

*Advanced life support (ALS)* shall mean the provision of life saving, stabilizing and supportive emergency medical procedures by firemedics and paramedics that are complex and invasive in nature.

*Alabama Gulf Emergency Medical Services System Inc.* (AGEMSS) shall mean the regional EMS committee as mandated by state law.

*Ambulance* shall mean any motor vehicle constructed, reconstructed, arranged, equipped or used for the purpose of transporting ill, sick, injured or individuals in need of or requesting medical attention.

*Ambulance call* shall mean the act of proceeding with an ambulance for the purpose of transporting any patient for compensation.

(1) *Emergency* shall mean a response to a call in which it is believed that the imminent loss of life or limb will result. To be accomplished with use of all warning devices and lights.

(2) *Urgent* shall mean a response to a call which does not require the use of all haste but does need to be achieved expeditiously. Warning devices may be used judiciously.

(3) *Nonemergency* shall mean a response that does not require the use of warning devices including, but not limited to interhospital transfers, discharges to home, visits to physicians' offices and the transport of the deceased patients to funeral homes.

*Ambulance attendant* shall mean any person licensed as an EMT who has the duty of performing or assisting in the performance of an ambulance call.

*Basic life support (BLS)* shall mean the provision of life saving, stabilizing and supportive emergency medical procedures by EMTs and firemedics that are simple and non-invasive in nature.

*Certificate* shall mean a certificate of public convenience and necessity.

*City* shall mean all areas within the corporate limits of the City of Mobile, Alabama.

*City council* shall mean the city council of the City of Mobile, Alabama.

*Driver* shall mean any EMT who drives or attempts to drive any ambulance and who is responsible for the safe transport of the patient and ambulance attendant(s) to and from emergency scenes and the hospital.

*Emergency medical technician (EMT)* shall mean ambulance personnel with current certification and licensure from the Alabama Department of Public Health as a basic or specially skilled emergency medical technician. This individual may also be referred to as an ambulance attendant.

*Emergency physicians advisory board (EPAB)* shall mean an advisory board established herein which will recommend medical protocols, regulations and performance standards related to the medical and clinical aspects of ambulance service in the city.

*Emergency vehicle operator* shall mean an ambulance driver with all of the following qualifications; (1) valid drivers license; (2) current emergency vehicle operations certificate from an approved course, maintained at all times in the emergency medical provider service's employee file; (3) current approved CPR card; (4) certificate of completion from a Department of Transportation Emergency Medical Responder Curriculum Course, or from the Alabama Fire College Emergency Care Provider Course.

*EMS dispatch center* shall mean the central communications center from which all E-911 dispatches originate.

*EPAB director* shall mean the licensed physician appointed by the EPAB to serve as administrative officer in carrying out the duties and powers of the EPAB.

*Fire chief* shall mean the chief of the fire department of the City of Mobile, Alabama or his or her duly authorized representative.

*Fire department* shall mean the fire department of the City of Mobile, Alabama.

*Firemedic* shall mean an EMT-P/firefighter employed by the fire department.

*Firemedic ambulance* shall mean any motor vehicle operated by the city fire department that meets the criteria for advanced life support/emergency ambulance.

*Interfacility emergency ALS transfer* shall mean the transfer of a patient requiring advanced paramedic skill such as the administration of TPA from one facility to another where more advanced procedures are to be performed.

*Medical control, off-line* shall mean a physician holding a current license from the state medical license commissioner, who provides medical guidance and who oversees and provides quality assurance and medical liaison for an emergency medical service.

*Medical control, on-line* shall mean direction given ambulance personnel by a base station physician through direct voice contact, with or without vital signs and/or telemetry, as required by applicable medical protocols.

*Medical control physician* shall mean a physician licensed to practice medicine in the state, knowledgeable in the applicable medical protocols, radio procedure and general operating policies of the Southwest Alabama Regional Emergency Medical Services Region, the city and the state department of public health and a person from whom ambulance personnel shall, subject to the provisions of this code take medical direction in person, by radio, or by remote communications device.

*Medical protocol* shall mean any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the EPAB and approved by the state EMS committee as the normal standard of pre-hospital care for a given clinical condition.

*Medical review* shall mean a monthly review of ambulance reports and procedures by the offline medical control for quality assurance purposes.

*Mutual aid call* shall mean a request for emergency ambulance service issued by an ambulance dispatcher in one political jurisdiction to an ambulance dispatcher or ambulance crew in a neighboring political jurisdiction.

*Owner* shall mean a person or entity engaged in business as the owner, manager, officer or proprietor of a company, firm or organization providing private ambulance service within the city.

*Paramedic* shall mean a person licensed by the state as an emergency medical technician paramedic.

*Private ambulance* shall mean any motor vehicle meeting the criteria designated by this chapter for ambulances which are owned and operated by a company or corporation doing business within the city.

*State* shall mean the State of Alabama.

*State EMS committee* shall mean the committee appointed by the state department of public health for the purpose of regulating emergency medical services in the state.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-3. Penalty.

(a) Any person who violates any of the provisions of this chapter, chapter 6 of the city Code, shall be punished as prescribed in chapter 1, article II, division 2, section 1-31 et seq., city Code

(b) Each violation of this chapter shall constitute a separate offense. Continuing violations of this chapter shall constitute a separate offense each day the violation is in existence.

(c) This section shall not serve to limit any other remedies available to the city in law or equity.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-4. Other state laws and regulations.

No portion of this chapter shall be construed in such a manner which is inconsistent with any federal, state or local law or regulations.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-5. Certificate, permits and fees required.

No company shall operate an ambulance for hire on any street of the city without first having obtained from the city council a certificate declaring that the public convenience and necessity require such an operation, except as provided herein. No person shall operate an ambulance for hire on any street of the city without having first obtained a business license from the city revenue department. All certificates and permits which are issued pursuant to the provisions of this chapter are nontransferable. Any company lawfully operating an ambulance for hire service within the city, with the city's authorization, on the effective date of this amendment shall automatically be issued a certificate on the effective date of this amendment. Nothing herein shall relieve the obligation of any ambulance company issued a certificate on the effective date of this ordinance from the company's obligation to seek renewal of the certificate upon the expiration of the certificate as set forth in Division 1.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-6. Governmental ambulance exemptions.

All ambulances owned and operated by governmental entities, such as the city, the county and the state, including state subdivisions or instrumentalities, shall be exempt from the certificate, permit, business license and fee requirements of this chapter, but not from the vehicle safety and personnel training requirements herein. This exemption applies to any subdivision or instrumentality of the State of Alabama that provides patient transport between facilities it owns and operates within the city limits. In the event that other ambulance for hire services are unavailable for a period exceeding sixty (60) minutes, government-owned and operated ambulances that meet all applicable state licensure, staffing, and operational requirements may transport patients to any medically appropriate destination. Specialty ambulances solely for the purposes of neonatal and pediatric transports owned by governmental entities are exempted. Exempted entities are still required to comply with the reporting requirements of the city fire department's Private Ambulance Service Policy, Policy 3080.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-7. Firemedic ambulance service.

(a) The fire department will determine the patient category of all individuals at the time of response based upon medical protocol.

(b) The fire department shall provide emergency medical treatment and transportation with regard to the patient and shall not refuse transport of any patient requiring category I (ALS/emergency) treatment to a hospital within the city; regardless of the patient's insurance status or ability to pay.

(c) The fire department will dispatch ambulance services to respond to category II (BLS/urgent) calls on a rotating basis.

(d) The fire department will direct callers with category III (non-emergency) to alternative forms of transportation.

(e) A firemedic ambulance may transport any patient from a special event as deemed appropriate by the firemedic and/or on-line medical control, regardless of the patient's transport category. The fee for the transport will be charged to the patient.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-8. Private ambulance ALS—Duties and responsibilities.

Private ambulance services within the city shall have the following ALS/emergency duties and responsibilities:

(1) Comply with the requirements of all directives, rules and protocols approved or recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, and any other applicable city, state, and federal protocols, regulations, rules and statutes.

(2) Comply with the city fire department's policies, including all requirements for responding to BLS calls from the city dispatcher.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-9. Unlawful operation and prohibited acts.

(a) It shall be unlawful for any person to intentionally or knowingly:

(1) Follow any police car or fire apparatus which is traveling in response to an emergency call on the streets of the city or to follow any ambulance to or near the scene or an emergency call on the streets of the city.

(2) Solicit on the streets of the city the business of transporting injured or sick persons. This prohibition shall not be construed to prohibit lawful advertisements.

(3) All persons and entities are prohibited from using, disclosing, publishing, or acting upon the existence, contents, substance, purpose, or meaning of any communication concerning traffic accidents or emergency incidents transmitted by or between law enforcement, fire department, emergency dispatch, or other public safety personnel, for the purpose of soliciting business, obtaining patients, securing service contracts, or otherwise deriving any financial or commercial benefit for themselves or another.

In addition, no person or entity shall disclose, publish, or use any personally identifying, medical, or other private information concerning any individual involved in an emergency incident that is obtained through such communications.

Nothing herein shall prohibit any person from lawfully monitoring or receiving publicly accessible emergency service communications, or from reporting or discussing the general occurrence of traffic accidents, fires, or other emergency incidents.

(4) Use a uniform, insignia, badge, title, identification card or vehicle marking that so closely resembles or mimics those of the fire department as to confuse the public.

(5) Own or cause to be operated an ambulance on any street of the city without first having obtained a permit thereof in accordance with this chapter or unless exempted therefrom by the provisions of this chapter.

(6) Request the services of any ambulance which is not licensed or permitted in accordance with the provisions of this chapter or exempted therefrom by the provision of this chapter.

(7) Perform duties as an ambulance attendant (EMT, A-EMT, or paramedic) without an active Alabama license from the Alabama Department of Public Health.

(8) Give false information to induce the dispatch of an ambulance.

(9) Own or cause to be operated an ambulance on any street of the city without complying with the ambulance service policy of the fire department, including requirements to respond to BLS calls from the city dispatcher. (Ord. No. 06-030-2022, § I, 6-7-22)

## Secs. 6-10 Emergency Authority to Deploy Ambulance and EMS Resources

The purpose of this Section is to protect life and public safety by authorizing rapid deployment of emergency medical services resources during major emergencies, disasters, or mass-casualty incidents occurring within or affecting the city.

(a) The fire chief, or the chief's designee in the chain of command, is hereby authorized to request, activate, and deploy licensed ambulance services and emergency medical services providers when, in the fire chief's judgment, such action is reasonably necessary to respond to:

(1) Natural disasters, including but not limited to hurricanes, tornadoes, floods, or severe storms;

(2) Mass-casualty incidents, including but not limited to mass shootings, large fires, structural collapses, hazardous materials incidents, or transportation accidents involving multiple victims;

(3) Public health or safety emergencies resulting in a need for medical surge capacity; or

(4) Any other large-scale emergency posing an immediate threat to life requiring resources beyond the city's routinely available EMS capabilities.

(b) Upon activation under this Ordinance, the fire chief may:

(1) Request assistance from licensed ambulance services and EMS providers operating within or outside the city;

(2) Coordinate with county, regional, or state emergency management and EMS agencies;

(3) Direct staging locations, patient distribution, and operational assignments consistent with applicable medical control and incident command protocols; and

(4) Integrate responding EMS resources into the incident command structure.

(c) All responding EMS personnel shall operate within their Alabama scope of practice and in accordance with all directives, rules and protocols approved or recognized by the Alabama Department of Public Health, Office of Emergency Medical Services.

(d) Nothing in this Ordinance shall prohibit an ambulance service or EMS provider from billing patients, insurers, or other responsible payors in the ordinary course of business for medically necessary services rendered during an activation, unless otherwise governed by mutual aid agreement or separate contract with the city. The city shall not be responsible for compensation unless a written agreement, mutual aid agreement, or contract provides otherwise.

## Secs. 6-11 Special events.

Sponsors/planners of special events to be held in the city limits with an attendance of five thousand (5,000) or more, must submit an application with the City of Mobile Events Department. The event sponsor/planner shall be responsible for paying the cost for MFRD personnel at a rate prescribed in the City of Mobile Event Services Guide, plus any additional fees incurred by the fire department. The fire department may at its discretion adjust this rate to cover increases, if any, in costs and may, in addition, adjust its fees based on costs

incurred for the special event. Payment arrangements for any special events coverage shall be made as prescribed in the City of Mobile Event Services Guide

For events that are partially sponsored by the city in conjunction with other entities, the other entities shall be responsible for reimbursing the city personnel overtime cost for each individual MFRD employee working the event for the total number of hours worked including pre-event briefings and post event debriefings. Notwithstanding the foregoing, the requirements of this section shall not apply to any special event held on property owned or operated by the State of Alabama, including events hosted by public institutions of higher education.

### 6-12—6-30. Reserved.

## *ARTICLE II. PERMITS AND CERTIFICATES*

## *DIVISION 1. GENERALLY*

### Sec. 6-31. When certificates not needed.

No certificate of public convenience and necessity shall be required for any person operating emergency ambulance or other vehicles under the following conditions:

(1) Rendering assistance during any catastrophe or major emergency when the ambulances authorized to operate in the city by certificate are either insufficient in number, or inadequate for any other reason, as determined by the fire chief or fire dispatch center;

(2) Operating an ambulance brought in solely for the purpose of a drill or training exercise;

(3) Operating any ambulance rendering requested assistance currently authorized by the city in cases of disaster or major emergency pursuant to provisions of a mutual aid agreement approved by the city.

(4) Traveling through the city, or the transporting of patients who are picked up beyond the limits of the city to locations within the city and returning those patients to their point of pickup.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-32. Application for certificate of public convenience and necessity.

Applications for a certificate of public convenience and necessity for the operation of an ambulance within the city shall be in writing, signed and sworn to by the applicant, and shall be filed with the fire chief of the city or his/her duly authorized representative. The application shall be on a form prescribed by the fire chief and shall contain at least the following:

(1) The name and address of the applicant and the trade name under which the applicant does or proposes to do business; if the applicant is an individual, the name, age and address of the applicant and the length of time the applicant has resided in the city; or if a partnership or association, the business name thereof and the name, age and address of each partner and the length of time each partner has resided in the city; or if a corporation, the names and addresses of all officers and directors of such corporation.

(2) The number of vehicles the applicant desires to operate and the class, size, design and color scheme of each vehicle.

(3) Whether or not the applicant has ever been convicted of any crimes directly or indirectly related to the duties and responsibilities of operating ambulances.

(4) Whether or not the applicant, his/her or its associates or employees have any claims or judgments against them for damages resulting from the negligent operation of an ambulance, or any other vehicle.

(5) The financial ability of the applicant to comply with the provisions of the chapter.

(6) The nature and character of the service that the applicant proposes to render; the facts showing the demand for such service; the experience that the applicant has had in rendering such service and the period of time, if any, that he or it has rendered it in the city.

(7) Documentation from the applicant's insurance carrier, stating that the insurance required hereunder is available to the applicant and that such coverage is or will be provided prior to the issuance by the fire chief of the certificate to operate hereunder, naming the City as an additional insured.

(8) Agreement to comply with the ambulance service policy of the city fire department including all requirements for responding to BLS calls from the city dispatcher.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-33. Investigation of applications.

Upon receipt of a properly filed application for a private ambulance service certificate of public convenience and necessity the fire chief shall cause an investigation to be made of the information provided in the application to determine if it is accurate and complete.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-34. Public hearings upon the public convenience and necessity of issuing such certificate.

(a) Upon receipt of the written investigative report provided for in section 6-33, the council shall schedule a public hearing by resolution. Notice of such public hearing by the council shall be given by publishing said notice once in a newspaper of general circulation within the city at least ten (10) days prior to the date set for such hearing. The purpose of such public hearing shall be to determine, among other things, the following:

(1) Whether or not the public convenience and necessity require the operation of such ambulance or ambulances;

(2) Whether the applicant will be able to provide ambulance service of such permanence and quality as to best serve the public interest;

(3) The experience that the applicant has had in rendering ambulance service;

(4) The past experience of the applicant in satisfying judgments, if any, to claimants as a result of injuries received by reason of negligent operation of the ambulance;

(5) The financial ability of the applicant to respond to damages to property resulting from the negligent operation of an ambulance;

(6) The character and condition of the ambulance(s) and capabilities of ambulance attendant personnel to be used by the proposed ambulance business.

(b) In the event the city council finds that the public convenience and necessity require the issuance of such a certificate and that the applicant meets the required qualifications and will be able to give proper and adequate service in the best interest of the inhabitants of the city, the mayor shall direct the fire chief to issue a certificate of public convenience and necessity to the applicant; said certificate of public convenience and necessity shall state any restrictions mandated by the city council, including but not limited to time periods and number of authorized ambulances.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-35. Form, contents, and issuance of certificate.

(a) Every certificate issued hereunder shall be authorized by the city council and the mayor, signed by the fire chief, and attested by the city clerk and shall contain, in addition to the name and address of the applicant, the number of vehicles authorized to be operated pursuant to such certificate along with any time limits which may be applicable.

(b) The fire chief, upon receiving direction from the mayor to issue a certificate to an applicant for the operation of ambulances hereunder, shall issue such certificate to the applicant. A copy of every certificate issued shall be filed with and maintained by the fire department and the city clerk's office.

(c) The term of a certificate will be up to ten (10) years.

(d) A certificate may be renewed by following the application procedures in this division 1, provided the fire chief may waive investigation under section 6-33.

(e) Any provider with an approved certificate wishing to stop providing services within the City of Mobile must provide 30 days written notice to the Fire Chief

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-36. Causes of revocation, alteration or suspension of certificate or permit.

Every certificate or ambulance permit issued hereunder shall be subject to revocation, alteration or suspension by the city if any of the following conditions should occur:

(1) The public convenience and necessity no longer warrant such operation;

(2) The owner has refused to render the full service authorized by his/her/its certificate;

(3) The owner has been convicted of a crime which directly relates to the duties and responsibilities of the certified occupation;

(4) The certificate was obtained by an application in which any material fact was intentionally omitted or falsely stated;

(5) The owner has persisted in permitting his/her/its motor vehicles to be operated in violation of any law;

(6) The owner has willfully and knowingly violated or failed to comply with any of the provisions hereof;

(7) The owner or his/her/its agent has, without good cause, induced or sought to induce a change of destination to or from a hospital or other place specified by the person hiring the ambulance;

(8) The owner or his/her/its agent has allowed the service to be operated in a negligent manner;

(9) The insurance coverage required herein has been cancelled, reduced, withdrawn, suspended or terminated;

(10) The owner has allowed any of his/her/its vehicles or equipment to become damaged, deteriorated or unclean to the extent that it is unsatisfactory for public use;

(11) The owner fails to comply with the terms of this chapter, including but not limited to failure;

a. To maintain the financial ability to comply with the requirements of this chapter;

b. To respond to category II (BLS/urgent) calls as required by the fire department; or

c. To comply with the ambulance service policy of the city fire rescue department; or

d. To comply with any limitations imposed by the city council in the certificate;

(12) The owner has failed to comply with applicable federal, state or local laws or regulations.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-37. Procedure for revocation, alteration or suspension of certificate or permit.

The fire chief, or his or her duly authorized designee, may at any time give notice in writing to the certificate or permit holder or person in control of the operation and maintenance of such ambulance service and the city clerk's office that the certificate issued for the operation and maintenance of such ambulance service has been suspended or revoked. The notice shall outline the reason or reasons for suspension or revocation. The notice of suspension or revocation shall become final ten (10) days after the notice of suspension or revocation is received unless on or before the expiration of such ten (10) days the certificate holder shall file within the city clerk's office or the fire chief a written notice of appeal of such suspension or revocation. The appeal shall operate as a stay of suspension or revocation of the certificate until such time as the city council shall grant a hearing and make a final adjudication which shall be appealable to the circuit court of the county. This hearing before the city council will be held in a reasonable time.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Secs. 6-38—6-45. Reserved.

## *DIVISION 2. VEHICLE AND PERSONNEL*

### Secs. 6-46, 6-47. Reserved.

### Sec. 6-48. Ambulance attendant personnel and qualifications.

No person shall perform duties as an ambulance attendant within the city unless that person holds a current and valid Emergency Medical Technician (EMT), Advanced Emergency Medical Technician (A-EMT) or Paramedic license issued by the Alabama Department of Public Health, Office of Emergency Medical Services, as required by state law. All ambulance attendants within the city shall perform duties and provide patient care strictly within the scope of practice authorized by the State of Alabama for their level of licensure or certification. Ambulance attendants shall further comply with all medical directives, rules, regulations, standing orders, protocols, and guidelines approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time. (Ord. No. 06-030-2022, § I, 6-7-22)

**Secs. 6-49—6-65. Reserved.**

## *ARTICLE III. OPERATIONAL PROCEDURES*

### Sec. 6-66. Central place of business.

Each private ambulance service owner shall maintain a central place of business with at least one (1) properly listed telephone for receiving all calls for ambulance service, where all business records and daily manifests herein required shall be maintained and available upon request and be generally responsible for the conduct and operation of its ambulance(s). Each owner shall, in writing, immediately notify the fire chief of any change of the business address or of the telephone number where said owner may be contacted at all times.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-67. Certificate holder's records and reports.

All ambulance services operating within the city shall create, maintain, and retain patient care and operational records in full compliance with the city fire department's Private Ambulance Service Policy, Policy 3080, as it may be amended from time to time. Such records shall be completed accurately, timely, and in the manner and format required by said policy and shall be made available for inspection or submission upon request.

Failure to maintain records in accordance with the city fire department's Private Ambulance Service Policy, Policy 3080 shall constitute a violation of this Chapter and may subject the ambulance service to suspension or revocation of its authorization to operate within the city, in addition to any other penalties or remedies provided by law.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-68. Patient Care Surfaces.

Ambulance services and attendants shall ensure that all patient care surfaces within an ambulance are handled in accordance with all applicable medical directives, rules, regulations, standards, infection control guidelines, and protocols approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time.(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-69. Attendants required.

No ambulance shall operate or transport a patient within the city unless staffed with at least the minimum number and level of attendants required by all applicable medical directives, rules, regulations, standing orders, protocols, and guidelines approved, adopted, or otherwise recognized by the Alabama Department of Public Health, Office of Emergency Medical Services, as the same may be amended from time to time.

Each required attendant shall be properly licensed or certified at the level required for the services being provided and shall function within his or her authorized scope of practice. Operation of an ambulance without the required minimum staffing shall constitute a violation of this Chapter and may result in suspension or revocation of the provider's authorization to operate within the city, in addition to any other remedies provided by law. (Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-70. Standards of vehicle and equipment.

No ambulance shall operate, transport patients, or provide emergency or non-emergency medical services within the city unless the ambulance service and each ambulance vehicle are properly licensed, permitted, and inspected in accordance with all applicable requirements of the State of Alabama and the Alabama Department of Public Health, Office of Emergency Medical Services.

All ambulances operating within the city shall remain in full compliance with all applicable state laws, rules, regulations, standards, and protocols governing the licensing, inspection, staffing, equipment, maintenance, and operation of ambulances, as the same may be amended from time to time. Proof of current state licensure and inspection shall be provided to the city upon request.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-71. Ambulance equipment safety.

All ambulances operating within the City shall be equipped, supplied, and maintained in full compliance with all medical equipment and safety requirements established by the State of Alabama and the Alabama Department of Public Health, Office of Emergency Medical Services, including but not limited to required medical equipment, communications capabilities, sanitation standards, and safety features, as such requirements may be amended from time to time.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-72. Fees.

Fees authorized by federal law and regulations, including regulations and guidance of the Center for Medicare and Medicaid Services, are permissible.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-73. Radio dispatcher procedure.

(a) In the event an owner received a private call for ambulance service which is of an emergency nature, said owner shall follow the Private Ambulance Policy 3080(b) It shall be unlawful for a private ambulance attendant or owner to make an emergency ambulance call on the city streets without:

(1) Having been requested by a private individual.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-74. General vehicular procedure in emergency situation.

(a) When the driver of any ambulance has reasonable grounds to believe that an emergency exists, the driver of the ambulance may:

(1) Park the ambulance or stand in any place in order to provide medical services irrespective of the otherwise applicable provisions of law, ordinance or regulations;

(2) Proceed with warning devices operating past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

(3) Exceed the maximum speed limits permitted by law, ordinance or regulation; provided, however, that any governing directives issued by the city's chief of police are obeyed and that life and property are not endangered thereby;

(4) Disregard, with warning devices operating, laws, ordinances and regulations governing directions or movements or turning in specified directions.

(b) The foregoing provision shall not operate to relieve the driver of any ambulance from the duty to drive with due regard for the safety of all persons, nor shall such provisions protect the driver from the consequences of his or her reckless disregard for the safety of others.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-75. Duties of the fire chief.

It shall be the duty and responsibility of the fire chief to:

(1) Administer the provisions of this chapter.

(2) Investigate or cause his or her designee to investigate all complaints involving any type of ambulance service within the city and take appropriate action where necessary.

(Ord. No. 06-030-2022, § I, 6-7-22)

### Sec. 6-76. Professional conduct.

Paramedics, EMTs, drivers, dispatch personnel and all other personnel employed by the owner hereunder, including all persons involved in billing and collection activities, shall, at all times, conduct themselves in a professional manner as generally described in the "Rules for Ambulance Attendant."

(Ord. No. 06-030-2022, § I, 6-7-22)

### Secs. 6-77—6-85. Reserved.

## *ARTICLE IV. NONEMERGENCY TRANSPORT*

### Sec. 6-86. Private company used for nonemergencies.

In order to provide maximum ALS/emergency medical coverage for the citizens of the city, the fire department shall inform individuals who request nonemergency transport when contacting 911 that they must contact a private ambulance company or use alternative forms of transportation. All nonemergency transport shall have access to TDDs and other auxiliary aids and services to assist disabled persons who use the service.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-87. Reimbursement of nonemergency ambulance transport.

Private ambulance service shall be responsible for the billing and collection of fees from private transported individuals. The city will not compensate private ambulance services for private ambulance transportation services rendered.

(Ord. No. 06-030-2022, § I, 6-7-22)

## Sec. 6-88. Reserved.

## Sec. 6-89. Disposition of the deceased.

(a) Transport of individuals that are obviously dead, where the death is not of a suspicious nature and not under investigation by any law enforcement agency shall be the responsibility of the family of the deceased. Arrangements may be made with a private ambulance service or funeral home for transport. Where family of the deceased cannot be located the transport of the body shall be coordinated with the county medical examiner's office.

(b) Transport of deceased individuals where the deaths are being investigated by a local law enforcement agency shall be the responsibility of that agency.

(Ord. No. 06-030-2022, § I, 6-7-22)

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 2026

**Submitted by:**
Jennifer Greene, Dir of Programs & Project Mgmt
William Jackson, Police Chief

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
The attached Memorandum of Understanding between the City of Mobile and Mobile County is an agreement between the two disparate jurisdictions of Mobile County to share the funding allocations provided by the Bureau of Justice Administration. According to customary practice, in which the City of Mobile and Mobile County alternate acting as the fiscal agent responsible for the grant, Mobile County will serve as the fiscal agent for the FY25 award. Mobile County will submit the application and administer the grant including all performance and financial reporting.
Funding is allocated by the Department of Justice, Bureau of Justice Administration. In keeping with previous years' arrangement, the fiscal agent is entitled to 52.5% of the federal allocation, and the partner agency will receive 47.5%. The total JAG Allocation for Mobile County is $272,357.00. Based on the aforementioned agreement, the amount of funding to be allocated to the City is $129,369.57. This funding allows the Mobile Police Department the opportunity to purchase specialized equipment that is not typically encompassed in the annual budget.

**Amount of Contract:**
$129,369.57

**Funding Source**
N/A

**ATTACHMENTS:**
1. Cover Letter-FY25 JAG Grant
2. RESOLUTION-FY 2025 JAG Grant
3. FY25 JAG MOU
4. 00 FY25 JAG Allocations

5. 2025 JAG Grant Proposed Purchases

**REVIEWERS:**
Jennifer Greene
Donna Bryars
Cherlina Monteiro
James Barber

April 7, 2026

Dear Councilmembers:

The attached Memorandum of Understanding between the City of Mobile and Mobile County is an agreement between the two disparate jurisdictions of Mobile County to share the funding allocations provided by the Bureau of Justice Administration.

According to customary practice, in which the City of Mobile and Mobile County alternate acting as the fiscal agent responsible for the grant, Mobile County will serve as the fiscal agent for the FY25 award. Mobile County will submit the application and administer the grant including all performance and financial reporting.

Funding is allocated by the Department of Justice, Bureau of Justice Administration. In keeping with previous years' arrangement, the fiscal agent is entitled to 52.5% of the federal allocation, and the partner agency will receive 47.5%. The total JAG Allocation for Mobile County is $272,357.00. Based on the aforementioned agreement, the amount of funding to be allocated to the City is $129,369.57. This funding allows the Mobile Police Department the opportunity to purchase specialized equipment that is not typically encompassed in the annual budget.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

# R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive a Notice of Award and Memorandum of Agreement for grant assistance in the amount of $272, 357.00 from the Bureau of Justice Assistance for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in the total joint allocation amount of $272,357.00, of which the City of Mobile's share is $129,369.57. Funds from the Alabama Local JAG Joint Allocation will be shared between disparate jurisdictions which include the City of Mobile, and Mobile County. There is no match requirement.

BE IT FURTHER RESOLVED that the Memorandum of Understanding between the City of Mobile and Mobile County for the FY 2025 JAG Grant is hereby approved, and the Mayor or his designee is authorized to execute the same

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice or Bureau of Justice Assistance. Any

agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MOBILE, AND THE CITY OF MOBILE, ALABAMA,

EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM: LOCAL SOLICITATION

This Agreement is made and entered into this _____ day of _____, 2026, by and between the County of Mobile, Alabama, acting by and through its governing body, the Mobile County Commission (the County), and the City of Mobile, Alabama, acting by and through its governing body, the Mobile City Council (the City), (also hereafter referred to individually as the "Party" and collectively the "Parties"),

W I T N E S S E T H:

WHEREAS, under the Consolidated Appropriations Act of 2005, the United States Congress authorized the Edward Byrne Memorial Justice Assistance Grant Program (hereafter "JAG"); and

WHEREAS, the Bureau of Justice Assistance of the United States Department of Justice has determined the allocations available for those eligible local governments within Mobile County, Alabama, said allocations being based on each of the local government's share of the State's total three-year average of violent crimes reported to the Federal Bureau of Investigation; and

WHEREAS, the allocations for the 2025 Mobile Area Law Enforcement Initiative Program as determined by the Bureau of Justice Assistance for those local eligible governmental entities located within Mobile County are as follows:

| | AMOUNT |
|---|---|
| COUNTY OF MOBILE | $ 27,351.00 |
| CITY OF MOBILE | $245,006.00 |
| TOTAL | $272,357.00 |

WHEREAS, because of its shared jurisdiction with the Mobile County Sheriff's Office, the City of Mobile has agreed to reallocate a portion of its JAG funds to the County of Mobile; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of funds fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the parties agree that it is in their collective best interests to reallocate the JAG funds as set forth herein;

NOW, THEREFORE, the County of Mobile, and the City of Mobile agree as follows:

SECTION 1.

The County of Mobile will serve as the Applicant/Fiscal Agent for the JAG joint allocation amount stipulated for the County of Mobile, and City of Mobile, as disparate jurisdictions, and will be responsible for the filing of the financial status and grant close-out reports.

SECTION 2.

Should JAG funds be awarded under the joint application, the County of Mobile agrees to pay the amount indicated below next to its name, the intent of the parties being to allocate the anticipated grant award totaling $272,357.00, between the disparate jurisdictions as follows:

| | AMOUNT | PERCENT |
|---|---|---|
| COUNTY OF MOBILE | $142,987.43 | 52.5% |
| CITY OF MOBILE | $129,369.57 | 47.5% |
| TOTAL | $272,357.00 | |

Should the total amount of JAG funds awarded be more or less than the amount anticipated, the available funds will be allocated in the ratios set forth in this Section.

SECTION 3.

The County of Mobile, and the City of Mobile agree to expend the sums they receive under the JAG grant, as set forth in the preceding Section 2, for the proper program purposes no later than September 30, 2028. The project period of performance will begin October 1, 2024 and conclude September 30, 2028.

SECTION 4.

The County of Mobile will establish and maintain a non-interest-bearing trust fund account with a Mobile area bank of its choosing for deposit of the JAG funds.

SECTION 5.

The County of Mobile as fiscal agent will notify the recipient when JAG funds are available for disbursement. The recipient shall be eligible to receive payment according to the ratios set out in Section 2 of this Agreement. The fiscal agent shall distribute the funds from the trust fund account within thirty (30) days following receipt of a written request for distribution from the recipient.

SECTION 6.

Within ten (10) days after the end of each calendar quarter, the City of Mobile shall submit to the County a true and accurate financial report relative to the receipt and expenditure of funds under the Justice Assistance Grant (JAG) Formula Program for the most recently ended calendar quarter. The Director of Finance for the County shall specify the form and information required in such report and the Mayor of the City of Mobile or his or her designee shall certify the correctness of the report.

SECTION 7.

Subject to the terms of Sections 8 and 9 below, the County of Mobile, and the City of Mobile, will each hold harmless and indemnify the other, their respective elected officials, officers, employees, agents, and assigns, from any suits, claims, loss or liability of any form whatsoever, including but not limited to repayment of grant funds, penalties and interest, including attorneys' fees and litigation costs, arising from their respective receipt and expenditure of grant funds pursuant to this Agreement.

SECTION 8.

Nothing in the performance of this Agreement shall impose any liability for claims against the County of Mobile other than claims for which liability may be imposed as a claim against the County pursuant to §6-5-20 and §11-12-5, et seq., *Code of Alabama (1975).*

SECTION 9.

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Mobile other than those claims for which liability may be imposed as a claim against the City pursuant to §11-47-23, *Code of Alabama (1975)*.

SECTION 10.

Each party to this Agreement will be responsible for its use of funds received under this Agreement and shall not be liable for any civil liability that may arise from the use of funds or furnishing of services by any other party. Each entity agrees to abide by all rules and regulations associated with the JAG Program, including but not limited to, those set forth in the document entitled *Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Formula* (Exhibit A). The parties agree that they will not apply any of the funds received pursuant to this Agreement to the prohibited uses of JAG funds, noting that the section entitled "***Funding Restrictions***" on page 18 of the above-named materials specifies that JAG funds cannot be used for the purchase of vehicles (excluding police cruisers), vessels (excluding police boats) or aircraft (excluding police helicopters) without certification and expressed approval of the Bureau of Justice Assistance.

SECTION 11.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

ATTEST:

BY: _____
E. Edwin Kerr, County Administrator

COUNTY OF MOBILE, ALABAMA

BY: _____
Connie Hudson, President
Mobile County Commission

APPROVED AS TO FORM:

BY: _____
Jay Ross, County Attorney

ATTEST:

BY: _____
Lisa C. Lambert, City Clerk

CITY OF MOBILE, ALABAMA

BY: _____
Spiro N. Cheriogotis, Mayor

APPROVED AS TO FORM:

BY: _____
Ricardo Woods, City Attorney

## 2025 Alabama Local JAG Allocations

**Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:**

**1)Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding**

**2)Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.**

**For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.**

| State | Jurisdiction Name | Government Type | Direct Allocation | Joint Allocation |
|---|---|---|---|---|
| AL | AUTAUGA County | County | * | |
| AL | PRATTVILLE City | Municipal | $10,344 | $10,344 |
| | | | | |
| AL | COFFEE County | County | * | |
| AL | ENTERPRISE City | Municipal | $18,480 | $18,480 |
| | | | | |
| AL | DALLAS County | County | * | |
| AL | SELMA City | Municipal | $13,185 | $13,185 |
| | | | | |
| AL | ESCAMBIA County | County | * | |
| AL | ATMORE City | Municipal | $12,378 | $12,378 |
| | | | | |
| AL | ETOWAH County | County | * | |
| AL | GADSDEN City | Municipal | $23,459 | $23,459 |
| | | | | |
| AL | HOUSTON County | County | $10,765 | |
| AL | DOTHAN City | Municipal | $55,264 | $66,029 |
| | | | | |
| AL | JACKSON County | County | * | |
| AL | SCOTTSBORO City | Municipal | $21,530 | $21,530 |
| | | | | |
| AL | JEFFERSON County | County | $77,636 | |
| AL | BIRMINGHAM City | Municipal | $363,353 | $440,989 |
| | | | | |
| AL | LAUDERDALE County | County | $10,520 | |
| AL | FLORENCE City | Municipal | $23,284 | $33,804 |
| | | | | |
| AL | LEE County | County | $16,411 | |
| AL | OPELIKA City | Municipal | $26,229 | $42,640 |
| | | | | |
| AL | MARSHALL County | County | * | |
| AL | BOAZ City | Municipal | $10,415 | $10,415 |
| | | | | |
| AL | MOBILE County | County | $27,351 | |
| AL | MOBILE City | Municipal | $245,006 | $272,357 |
| | | | | |
| AL | MONTGOMERY County | County | $11,186 | |
| AL | MONTGOMERY City | Municipal | $43,377 | $54,563 |
| | | | | |
| AL | MORGAN County | County | * | |
| AL | DECATUR City | Municipal | $20,514 | $20,514 |

| | | | | |
|---|---|---|---|---|
| AL | RUSSELL County | County | * | |
| AL | PHENIX City | Municipal | $35,171 | $35,171 |
| | | | | |
| AL | SHELBY County | County | * | |
| AL | CALERA City | Municipal | $18,795 | $18,795 |
| | | | | |
| AL | TALLADEGA County | County | * | |
| AL | TALLADEGA City | Municipal | $10,730 | $10,730 |
| | | | | |
| AL | TUSCALOOSA County | County | $17,463 | |
| AL | TUSCALOOSA City | Municipal | $63,610 | $81,073 |
| | | | | |
| AL | ANNISTON City | Municipal | $18,725 | |
| AL | AUBURN City | Municipal | $12,203 | |
| AL | BALDWIN County | County | $17,323 | |
| AL | BESSEMER City | Municipal | $41,518 | |
| AL | BLOUNT County | County | $10,625 | |
| AL | CALHOUN County | County | $26,685 | |
| AL | CULLMAN County | County | $10,870 | |
| AL | FAIRFIELD City | Municipal | $18,480 | |
| AL | HOOVER City | Municipal | $10,239 | |
| AL | HUNTSVILLE City | Municipal | $45,270 | |
| AL | JACKSONVILLE City | Municipal | $11,326 | |
| AL | LIMESTONE County | County | $11,361 | |
| AL | MADISON City | Municipal | $14,938 | |
| AL | MADISON County | County | $31,454 | |
| AL | NORTHPORT City | Municipal | $12,063 | |
| AL | PRICHARD City | Municipal | $22,618 | |
| AL | TARRANT City | Municipal | $12,834 | |
| | | | | |
| | **Local total** | | **$1,514,988** | |

**To:** **Chief William Jackson**
**Chief of Police**

**From:** **Major William H. Reed**
**Administrative Support Services**

**Date:** **April 6, 2026**

**Ref:** **2025 JAG Grant**

## 2025 JAG Grant Proposed Purchases

1. **Paraclete Vanguard Level III Shields**- This is a lightweight rifle ballistic rated shield that is essential to provide protection to the officer in high-risk situations like active shooters, barricaded suspects, high-risk warrant service, etc. This shield provides the officer with operational weight advantages, weapon articulation, and protection of all vital organs.

   **COST-$34,619.20**

2. **Super Seer Motorcycle helmets**- This is a helmet designed to provide the officer with maximum visibility and mobility, while providing the required DOT protection for the rider. These are officer safety items that, due to daily use, creates a quicker degradation of the equipment thus the need to replace. Motorcycle helmets are crucial safety gear, reducing rider fatalities by 22%–42% and brain injuries by 41%–69%. They are the only proven strategy for reducing motorcycle fatalities.

   **COST-$3,175.00**

3. **Stalker Radar Equipment**- This will allow the complete out fitment of the Traffic Safety Unit with the ability to enforce traffic safety measures by adequately determining motorists' speeds and ensuring compliance with posted speed limits. Roughly 27% of traffic deaths in Alabama are attributed to speeding, beyond fatal crashes, speeding contributed to thousands of injuries and is a top factor in accidents, including exceeding limits and driving too fast for conditions.

   **COST-$37,566.00**

4. **40MM LMTS Tactical Single Shot Launcher**-This is a less-lethal tool designed to de-escalate violent encounters by allowing officers to deliver accurate, non-lethal impact force (like sponge rounds) from a safe, effective distance. It provides an alternative to lethal force against individuals exhibiting assaultive behavior, reducing risk to both officers and suspects. The 40mm platform is designed for pain compliance and to stop or incapacitate individuals threatening to cause injury. The launcher features a precise sighting system, which reduces the likelihood of unintentional injury to suspects, has an effective range up to 50 yards, and can fire

various munitions, including sponge baton rounds and, in some cases, chemical agents. It is ideal for subduing subjects with weapons, individuals threatening self-harm, or managing violent crowd scenarios.

**COST-$13,032.80**

5. **SUREFIRE Ballistic Shield Light**- This will enhance officer survivability during high-risk approaches, providing intense, non-lethal illumination to disorient suspects, and offering durable, one-handed operation that allows officers to maintain a protected, two-handed grip on their sidearm. This technology improves situational awareness while mitigating the danger of backlighting.

**COST-$8,100.00**

6. **GLOCK GEN 6 45 Aimpoint COA platform**- Offers superior durability, a low-profile direct-mount design, and enhanced target acquisition. Developed with Glock, this enclosed, 1.7 oz, 3.5 MOA red dot is designed for high-stress duty, boasting 50,000-hour battery life, 5-year maintenance-free operation, and compatibility with night vision. This will allow officers quicker and precise target acquisition when seconds could mean the difference in life and death for officers or citizens that might be in perils way.

**COST-$32,940.00**

| ITEM | QUANTITY | COST | CUMULATIVE COST |
|---|---|---|---|
| Paraclete Vanguard Level III Shields | 4 | $8,654.80 | $34,619.20 |
| Super Seer Motorcycle helmets | 5 | $635.00 | $3,175.00 |
| Stalker Radar Equipment | 8 | $4,695.75 | $37,566.00 |
| 40MM LMTS Tactical Single Shot Launcher | 4 | $3,258.20 | $13,032.80 |
| SUREFIRE Ballistic Shield Light | 12 | $675.00 | $8,100.00 |
| GLOCK GEN 6 45 Aimpoint COA platform | 45 | $732.00 | $32,940.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | **TOTAL** | **$129,433.00** |

# R E S O L U T I O N

Sponsored by: Councilmember Samantha Ingram, District 2

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

| | |
|---|---|
| Type of application: | Restaurant Retail Liquor License |
| Submitted by: | Follies Oyster, LLC |
| Location: | Follies Oyster and Cocktail<br>800 Monroe Street<br>Suite A<br>Mobile, AL 36602 |

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 |
|---|---|---|---|---|---|
| 02/03/2026 | NEW APPLICATION | 2026 - 5785 | 133968 | 2 | 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

FOLLIES OYSTER LLC

Trade Name (DBA)

FOLLIES OYSTER AND COCKTAILS

Location Address

800 MONROE STREET SUITE A

City, State, Zip Code

MOBILE AL 36602

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 |
|---|---|---|---|---|---|
| 02/03/2026 | NEW APPLICATION | 2026 - 5785 | 133968 | 2 | 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

FOLLIES OYSTER LLC

Trade Name (DBA)

FOLLIES OYSTER AND COCKTAILS

Location Address

800 MONROE STREET SUITE A

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

# City of Mobile ABC Licensing & Compliance Application

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 02/03/2026 | NEW APPLICATION | 2026 - 5785 | 133968 | 2 | 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) |
|---|---|
| FOLLIES OYSTER LLC | FOLLIES OYSTER AND COCKTAILS |

| Business Structure Type | Incorporation Date | SOS Entity ID | State | County |
|---|---|---|---|---|
| LLC - LIMITED LIABILITY COMPANY | 10/16/2025 | 001215779 | AL | MOBILE |

| Federal Tax ID (FEIN) | Alabama State Sales Tax ID | Business Phone Number | If Hemp, Product Type |
|---|---|---|---|
| 39-5081082 | R012795849 | [redacted] | |

| Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 800 MONROE STREET SUITE A | MOBILE | AL | 36602 |

| 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 |
|---|---|---|---|---|
| TAYLOR ATCHISON | OWNER | NO | [redacted] | |

## If Transfer of ABC License, Previous Licensee Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| N/A | [redacted] |

| ABC License Type |
|---|
| |

## Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE

| Property Owner Name and/or Contact Person Name |
|---|
| ATCHISON HOLDINGS LLC |

| Property Owner Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| 926 CONTI STREET | MOBILE | AL | 36602 |

| Bldg Square Footage | Bldg Seating Capacity | Restroom Facilities | Patio Area | Structure Type | License Covers |
|---|---|---|---|---|---|
| 2,500 | 94 | YES | NO | 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 TA

# 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) |
|---|---|---|
| ATCHISON, TAYLOR ANTHONY | OWNER | [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) |
|---|---|---|---|
| YES | THE DOG LLC | THE ICE BOX | 755 MONROE STREET, MOBILE, AL 36602 |
| | | | |
| | | | |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| DONALDSON, THOMAS MAXWELL | OWNER | [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 | THE DOG LLC | THE ICE BOX | 755 MONROE STREET, MOBILE, AL 36602 |
| | | | |
| | | | |

**Power of Attorney (POA) Information** — **Copy of Driver's License Must Be Provided for each Person**

| Full Name (Last, First, Middle) | Title | Date of Birth | Driver's License (State, Number) |
|---|---|---|---|
| N/A | | | |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code | Phone Number |
|---|---|---|---|---|
| | | | | |

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

# City of Mobile ABC Licensing & Compliance Application

## CERTIFICATION and SIGNATURE

TA 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.

TA 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.

TA 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.

TA 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.

TA 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.

TA 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.

TA 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 |
|---|---|
| Taylor Atchison | 4-6-26 |
| **Owner/Applicant/POA Signature** | **Title of Person Signing this Application** |
| | Owner |

Sworn to and subscribed before me this day of 20 26

| Notary Person Printed Name | Notary Person Signature | My Notary Commission Expires |
|---|---|---|
| Tara Lynn Harris | Tara Lynn Harris | February 11, 2030 |

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

# 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 |
|---|---|---|---|---|---|
| 02/03/2026 | NEW APPLICATION | 2026 - 5785 | 133968 | 2 | 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

FOLLIES OYSTER LLC

Trade Name (DBA)

FOLLIES

Location Address

800 MONROE STREET SUITE A

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| TAYLOR ATCHISON | OWNER | NO | [redacted] | |

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

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

# 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:

FOLLIES OYSTER LLC

dba

FOLLIES

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

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

800 MONROE STREET SUITE A , 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 - 5785

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!

MOBILE
ALABAMA

**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

**FOLLIES OYSTER LLC**

Trade Name (DBA)

**FOLLIES**

Location Address | Zip Code

**800 MONROE STREET SUITE A** | **36602**

Application Number | Notice Post Date @ Location

**2026 - 5785** | **02/03/2026**

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.

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION
**Confirmation Number: 20260324145821169**

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

**Trade Name:** FOLLIES OYSTER AND COCKTAILS
**Filing Fee:** $50.00
**Applicant:** FOLLIES OYSTER LLC
**Transfer Fee:**
**Location Address:** 800 MONROE ST STE A MOBILE, AL 36602
**Mailing Address:** 926 CONTI ST MOBILE, AL 36604
**County:** MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
**Product Type:** **Type Ownership:** LLC
**Book, Page, or Document info:** 001-215-779
**Do you sell Draft Beer?:** N/A
**Date Incorporated:** 10/16/2025 **State incorporated:** AL **County Incorporated:** MOBILE
**Date of Authority:** 10/16/2025
**Federal Tax ID:** 39-5081082 **Alabama State Sales Tax ID:** R012795849

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|---|---|---|---|
| [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: 20260324145821169**

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:** TAYLOR ATCHISON **Home Phon** [redacted]
**Business Phone:** [redacted]
**Fax:**

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous Vendor Number:

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION
**Confirmation Number:** 20260324145821169

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

Name of Property owner/lessor and phone number: ATCHISON HOLDINGS LLC 251-510-4532

What is lessors primary business? REAL ESTATE DEVEOPMENT

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

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: 2400

Display Square Footage:

Building seating capacity: 94

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

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:** 20260324145821169

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: |
|---|---|---|---|
| TAYLOR ATCHISON | 7/3/2010<br>DUI | FOLEY POLICE | NOLLE PROSEQUI |
| | | | |
| | | | |

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION
**Confirmation Number:** 20260324145821169

**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?: THE ICEBOX
License Covers: STE A
Is the lessor involved in any way with the alcohol beverage business?: MEMBER OF THE DOG LLC
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND THE LANDLORD ARE THE SAME PERSON

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION

**Confirmation Number:** 20260324145821169

**Initial each** — **Signature page**

TA — In reference to law violations, I attest to the truthfulness of the responses given within the application.

TA — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

TA — 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.

TA — 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.

TA — 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.

TA — 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): TAYLOR ARNICOLA

Signature of Applicant:

Notary Name (print): FAITH S. WEBB

Notary Signature: Faith S. Webb

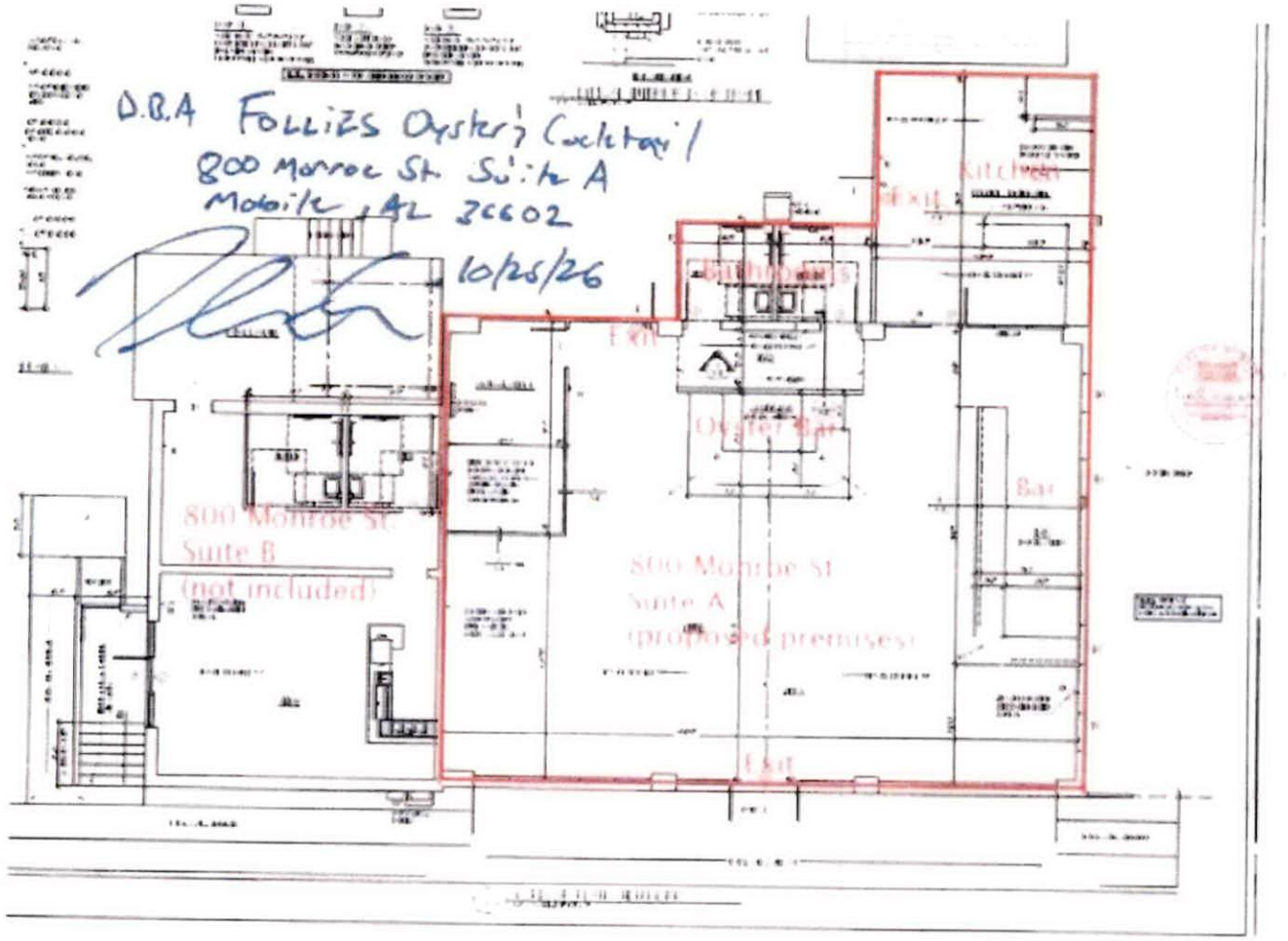
Commission expires: JUNE 23, 2029

**Application Taken:** **App. Inv. Completed:** **Forwarded to District Office:**

**Submitted to Local Government:**

**Received in District Office:** **Reviewed by Supervisor:** **Forwarded to Central Office:**

FAITH S. WEBB
NOTARY PUBLIC
My Commission Expires
June 23, 2029


D.B.A Follizs Oyster Cocktail
800 Monroe St Suite A
Mobile, AL 36602
10/25/26
Kitchen
Exit
Restrooms
Exit
Oyster Bar
Bar
800 Monroe St
Suite B
(not included)
800 Monroe St
Suite A
(proposed premises)
Exit

**Alabama Alcoholic Beverage Control Board**
**Licensing Division**

## Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are **"habitually and principally"** used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a "diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about".

Additionally, Title 28-3A-13 states that a Restaurant Retail License is "for on premise consumption" and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature _____ Date 10-25-26

Print Name TAYLOR ATKINSON Position Held Owner

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION

**Confirmation Number:** 20260324145821169

**Initial each**

**Signature page**

TA — In reference to law violations, I attest to the truthfulness of the responses given within the application.

TA — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

TA — 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.

TA — 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.

TA — 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.

TA — 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): TAYLOR ARCHER

Signature of Applicant:

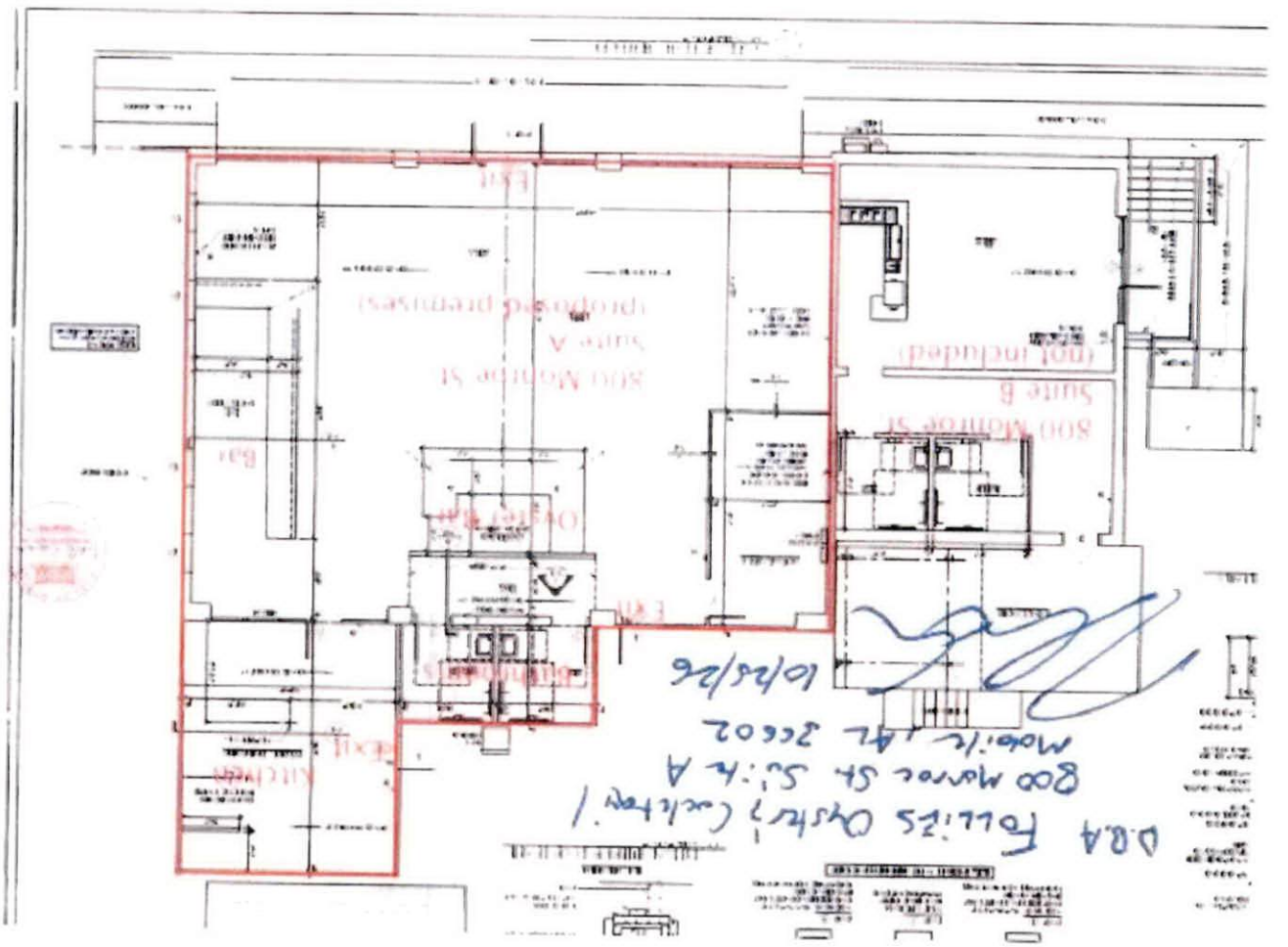
Notary Name (print): FAITH S. WEBB

Notary Signature: Faith S. Webb

Commission expires: JUNE 23, 2029

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

FAITH S. WEBB
NOTARY PUBLIC
My Commission Expires
June 23, 2029



**Alabama Alcoholic Beverage Control Board**
**Licensing Division**

## Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are **"habitually and principally"** used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a "diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about".

Additionally, Title 28-3A-13 states that a Restaurant Retail License is "for on premise consumption" and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature _____ Date 10-25-26

Print Name Taylor Atchison Position Held Owner

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### ALCOHOL LICENSE APPLICATION

**Confirmation Number:** 20260324145821169

**Initial each** — **Signature page**

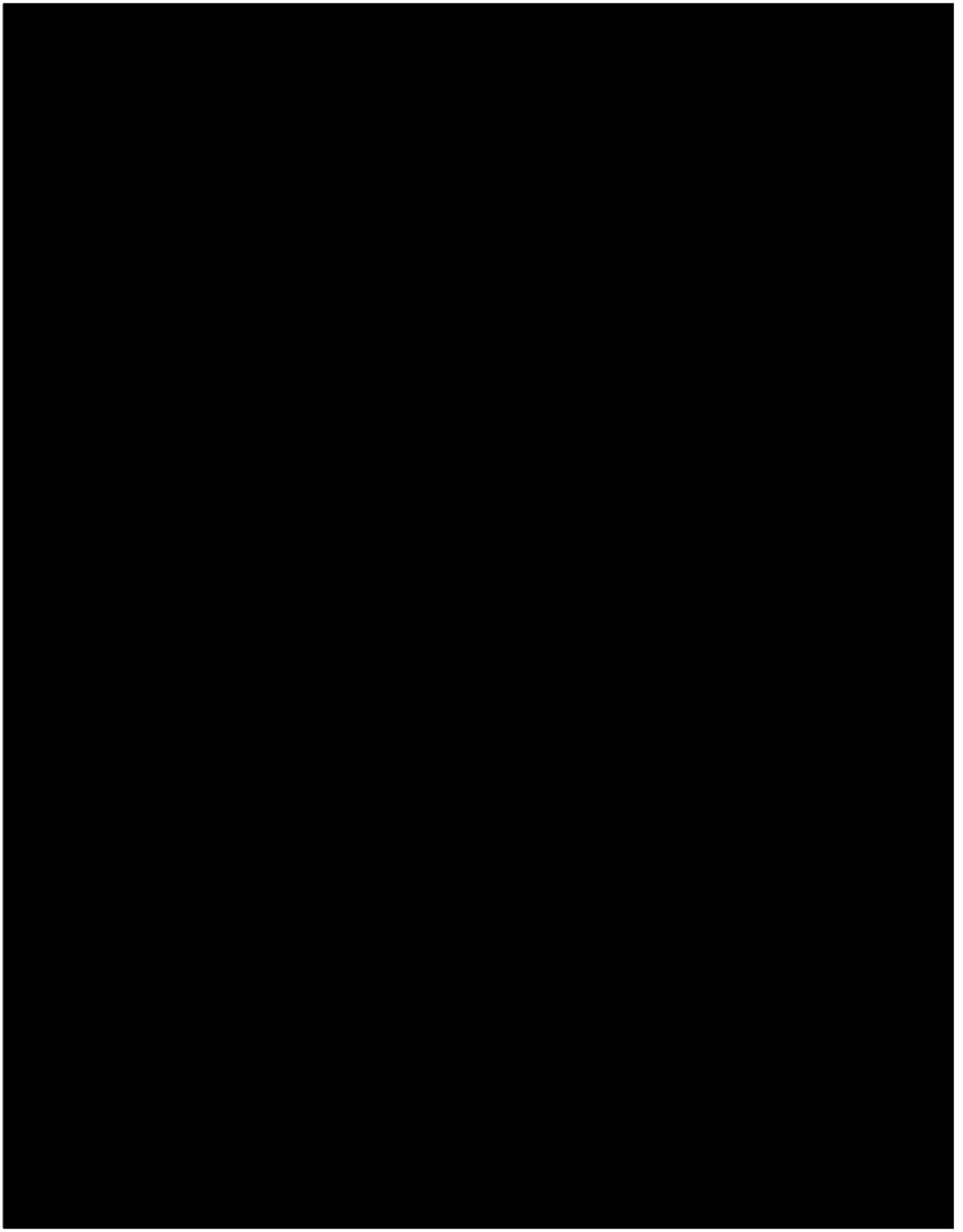
| Initial each | |
|---|---|
| | In reference to law violations, I attest to the truthfulness of the responses given within the application. |
| | In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. |
| | In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application. |
| X | In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application. |
| X | In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. |
| X | In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. |
| | In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record. |
| | The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board. |
| | I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required. |

Applicant Name (print): Notary Name (print):

Signature of Applicant: Notary Signature:

Commission expires:

**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:**



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:

**Follies Oyster, LLC**

This name reservation is for the exclusive use of Leslie G. Weeks, PO Box 2767, Mobile, AL 36652 for a period of one year beginning October 16, 2025 and expiring October 16, 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.**

October 16, 2025

**Date**

**Wes Allen** **Secretary of State**

RES248061

**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:

   Follies Oyster, 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): Taylor A Atchison

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

   926 Conti St. Mobile, AL 36604

   *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

001-215-779 DLL

| | |
|---|---|
| Date | 10/16/2025 |
| Time | 12:48:00 |
| File | $100.00 |
| County | $100.00 |
| Total | $200.00 |

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

5. Check **only** if the type applies to the Limited Liability Company being formed:

☐ Series LLC complying with Title 10A, Chapter 5A, Article 11

☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8

☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 10 / 16 / 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 12 : 48 ☐ AM or ☑ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 16 / 2025
Date (MM/DD/YYYY)

Leslie G. Weeks
Signature as required by 10A-5A-2.04

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

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

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

Date of this notice: 10-27-2025

Employer Identification Number:
39-5081082

Form: SS-4

Number of this notice: CP 575 B

FOLLIES OYSTER LLC
TAYLOR A ATCHISON MBR
% TAYLOR A ATCHISON MBR
926 CONTI STREET
MOBILE, AL 36604

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

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

## WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-5081082. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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.

**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 FOLL. 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 B (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 B
9999999999

Your Telephone Number Best Time to Call
( ) -

DATE OF THIS NOTICE: 10-27-2025
EMPLOYER IDENTIFICATION NUMBER: 39-5081082
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

FOLLIES OYSTER LLC
TAYLOR A ATCHISON MBR
% TAYLOR A ATCHISON MBR
926 CONTI STREET
MOBILE, AL 36604

375 South Ripley Street
Montgomery, AL 36104

revenue.alabama.gov

Alabama Department of Revenue

October 22, 2025 Letter Id: L1946282000

## ONLINE FILING INFORMATION

Dear FOLLIES OYSTER LLC,

Business Privilege Taxes (BPT) may be filed and paid online through My Alabama Taxes (https://myalabamataxes.alabama.gov). In My Alabama Taxes, click on the 'Create a My Alabama Taxes account' link, select Business Privilege Tax, and then enter the information below.

| TAX TYPE | TAX CODE | ACCOUNT ID | SIGN ON ID | ACCESS CODE |
|---|---|---|---|---|
| Business Privilege Tax | PS | R012707984 | 003096904 | 19922415 |

This information should be treated as confidential. Only disclose your Sign on ID and Access Code to a trusted tax preparer. To view instructions on how to file returns and/or make payments using the MAT system, visit our website at https://myalabamataxes.alabama.gov and select Help in the upper right corner. If you have any questions and wish to speak to a Business Privilege Tax representative, please call 1-800-322-4106 or 334-242-1170 option 8.

E-Pay Only: The ADOR's MAT website offers taxpayers the capability to make electronic payments for the Business Privilege Tax administered by the Department. To make your payment online, simply visit our website at https://myalabamataxes.alabama.gov.

Payments of less than $750.00 are not required to be made electronically but are encouraged for faster processing times. Payments of $750.00 or more are required to be remitted electronically. See Section 41-1-20, Code of Alabama 1975 for more information. This does not mean that your BPT tax is $750.00 but only references what amount of payments are required to be electronically filed. Billing payments may also be made by telephone with debit or credit card by calling 334-353-8096. Please have your letter in hand when you call to make a payment.

In order to avoid any penalties and interest for late payment, please ensure that your payment is scheduled before 4:00pm CST of the due date.

# INSPECTION WORKSHEET (368968-2026)

**City of Mobile Inspection Report**

| | | | |
|---|---|---|---|
| **Case Number:** | BLDC-157219-2025 | **Case Module:** | Permit |
| **Inspection Date:** | Tue Mar 31, 2026 | **Inspection Status:** | Passed |
| **Inspector:** | Sessions, Tony | **Inspection Type:** | Fire Final Inspection/Life Safety |
| **Job Address:** | 800 MONROE ST A<br>MOBILE, AL, 36602 | **Parcel Number:** | R022906400010257.001. |

| Contact Type | Company Name | Name |
|---|---|---|
| Architect | DBK Incorporated | Kearley, Douglas |
| Agent | Rata Investments LLC | Atchison, Taylor |
| Applicant | CMG Engineers, Inc. | Cowles, Gary |
| Agent | | Garstecki, Patrick |
| Owner | Atchison Holding, LLC | Atchison, Taylor |

| Checklist Item | Status |
|---|---|

Sessions, Tony

# 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 2, Haint Blue Subdivision, according to the plat thereof recorded in Map Book 135, Page 77, of the records in the Office of the Judge of Probate, Mobile County, Alabama, to wit.**

| Ownership Type | Company Name |
|---|---|

The above described property is ☐ Owned ☑ Leased to/by Follies Oyster, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 27th day of MARCH 2026

| Notary Printed Name | Notary Signature | My (Notary) Commission Expires |
|---|---|---|
| FAITH S. WEBB | Faith S. Webb | JUNE 23, 2029 |

Notary Stamp

FAITH S. WEBB
My Commission Expires
June 23, 2029

| Owner of Property (Print Name) | Applicant Name (Print Name) |
|---|---|
| Atchison Holdings, LLC | Follies Oyster, LLC |
| Owner of Property (Signature) | Applicant Name (Signature) |
| Street Address | Street Address |
| 926 Conti St. | 800 Monroe St. Suite A |
| City, State, Zip | City, State, Zip |
| Mobile AL 36604 | Mobile AL 36602 |
| Date Agreement Signed | Date Agreement Signed |
| 3/27/26 | 3/27/26 |

Revision Date 10.23.2023

Application Property Ownership

# LEASE

**THIS LEASE** (this "Lease"), is made on the 1st day of March 2026 (the "Effective Date"), by and between **Atchison Holding, LLC**, an Alabama limited liability company (herein called "Landlord"), and **Follies Oyster, LLC**, an Alabama limited liability company (herein called "Tenant").

## WITNESSETH

## ARTICLE I
## GRANT AND TERM

**Section 1.01. Leased Premises.**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises consisting of approximately 2,500 square feet (the "Leased Premises") located in the building commonly known as Follies with an address of 800 Monroe Street in Mobile, Alabama 36602 containing approximately 3,556 square feet (herein called the "Building"). See Exhibit A

**Section 1.02. Use of Additional Areas and Parking.**

The uses and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. All parking for the Building shall be on a first come, first serve basis and no parking spaces shall be reserved for Tenant's use.

**Section 1.03. Term and Commencement.**

The term of this lease shall be for sixty (60) months (the "Term") commencing on the date Landlord delivers the Leased Premises to Tenant with the Landlord's Work Substantially Complete (the "Commencement Date"). In the event the term commences on a day other than the first day of a calendar month, Tenant shall pay rent on a per diem basis (calculated on the basis of a 365 day year) until the first day of the month when the term hereunder commences; thereafter the minimum rent shall be paid in equal monthly installments on the first day of each and every month in advance. Within ten (10) days of request by Landlord, Tenant shall execute a commencement date certificate in Landlord's standard form confirming the commencement dates and other pertinent dates of the Lease.

## ARTICLE II
## RENTAL AND COMMON AREAS

**Section 2.01. Rental Rate Structure**

Minimum Rent shall consist of the following amounts:

| Lease Years (Months) | Annual Minimum Rent | Monthly Minimum Rent |
|---|---|---|
| 3/1/26 | - | $2,000 |
| 4/1/26 | - | $2,500 |
| 5/1/26 | - | $3,000 |
| 6/1/26 | - | $4,000 |
| 7/1/26 - 2/28/27 | $53,500* | $7,000 |
| 3/1/27 - 2/28/28 | $86,520 | $7,210 |
| 3/1/28 - 2/28/29 | $89,100 | $7,425 |
| 3/1/29 - 2/28/30 | $91,800 | $7,650 |
| 3/1/30 - 2/28/31 | $94,560 | $7,880 |

Tenant covenants and agrees to pay to Landlord, in lawful United States currency, without notice, demand, deduction or setoff, Rent, together with any sales, use or other taxes assessed from time to time on the Rent or on the use and occupancy of the Leased Premises. The first installment of Rent shall be due and payable on the first (1st) day of the first (1st) month of the Term (the "Rent Commencement Date"). Each subsequent installment shall be due, in advance, on the first day of each month next ensuing after the Rent Commencement Date during the remainder of the Term. If the Rent Commencement Date is other than the first day of a calendar month, Minimum Rent and Additional Rent for the period from the Rent Commencement Date to the first day of the first full month shall be prorated on a per diem basis and shall be paid on the Rent Commencement Date. "Rent" means, collectively, Minimum Rent and Additional Rent (as defined in Section 2.03 below).

**Section 2.02. Late Charges.**

The amount of each of the said installments of Rent shall be increased by five percent (5.00%) if the same shall remain unpaid five (5) days after the date on which such installment shall be due; and an additional five percent (5.00%) percent shall be added thereto at the end of each thirty (30) day period during which such installment, or any part thereof, shall remain unpaid. All such charges shall be secured as additional rents under this lease.

**Section 2.03. Additional Rental.**

Tenant shall pay as Additional Rent the following:

(a) Taxes. Tenant's Pro Rata Share (as hereinafter defined) of (collectively, the "Taxes") the amount of all real and personal property taxes and assessments (including without limitation sanitary taxes, extraordinary or special assessments and all costs and fees, including reasonable attorneys' fees incurred by Landlord in contesting or negotiating the same with public authorities) levied, imposed or assessed upon the Building and the real property on which the Building is located (the "Property") during each lease year, plus the full amount of any real property tax assessment that is directly attributable to any improvements made by

Tenant to the Leased Premises, plus the full amount of any sales or use taxes imposed on the Rent and/or Tenant's operation of its business in the Leased Premises.

(b) Insurance. Tenant's Pro Rata Share of the total cost to Landlord of (collectively, the "Insurance") all fire and extended coverage, general liability coverage, liquor liability, workmen's compensation coverage, business income and extra expense coverage, and other insurance coverage carried by Landlord with respect to the Building and the Property.

(c) Common Area Maintenance. For the maintenance of the Common Areas, an amount equal to Tenant's Pro Rata Share of the Operating Costs. The term "Operating Costs" shall mean the total cost and expenses incurred in connection with the normal administration, operation, preventive and corrective maintenance and repair of the Building and the Property, whether paid to employees of Landlord or parties engaged by Landlord, including without limitation and by example only: costs of all repairs, replacements and general maintenance to the improvements within the Property, Building and Common Areas, including without limitation, lighting, signage, painting and striping, and removal of snow, ice, trash and debris from the Common Areas; the cost and expense for all utilities used or consumed in connection with the Common Areas; the cost and expense of maintaining, watering planting, replanting and replacing flowers, trees, grass, shrubbery and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used in the operation and maintenance of the Common Areas; the cost and expense of the repair or replacement of the paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items used in connection with the Common Areas; the cost and expense of sanitary sewer and water provided to the Building, unless the same is billed directly to the tenants; cost and expense of building repairs, building painting, roof cleaning; annual charges for reserves established by Landlord for future replacements or improvements to the Common Areas (inclusive of periodic new blacktopping of the parking areas and major structural repairs); exterminating and pest control in and about the Leased Premises, the Building and on the Property; all assessments and other sums payable by the owner of the real estate on which the Leased Premises are located under any other declaration of covenants, easements, agreements or operating agreements attributable to the Property; the cost, amortized over such reasonable period as Landlord shall determine, together with interest at the rate of two percent (2%) per annum above the prime rate (as listed in the Wall Street Journal) from time to time on the unamortized balance, of any capital improvements or repairs and replacements to the structural portions of the Leased Premises and the building of which they are a part; the cost and expense, if any, of security services as Landlord may provide; management fees; the cost and expense of personnel to implement such services; and an administrative fee equal to fifteen percent (15%) of the total cost of operating and maintaining the Common Areas.

Operating Costs shall not include costs of tenant improvements, real estate brokers' commissions, interest directly related to financing the Building, and the costs of services directly recoverable from tenants in the Building.

(d) Other Additional Rental. All other sums of money or charges required to be paid by Tenant under this lease, whether or not the same be designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

(e) Tenant's Pro Rata Share. "Tenant's Pro Rata Share" shall be determined by dividing the square footage of the Leased Premises (2,500 square feet) by the approximate square footage of the total rentable area of the Building (3,556 square feet) which equals 70%. Tenant's Pro Rata Share is subject to adjustment by Landlord based on the foregoing formula if the rentable area of the Building is diminished by casualty, condemnation or similar takings or other events reducing the rentable area or if the rentable area is increased by additions to the Building.

(f) Payment of Additional Rental. Tenant to pay all Taxes 2.03(a), Insurance 2.03(b) and Common Area Maintenance 2.03(c) directly.

**Section 2.04. Control of Common Area by Landlord.**

All parking areas, access roads and drives and facilities which may be furnished by Landlord in or at the Property, including employee parking areas, truck way or ways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks and ramps, landscaped and planting areas, retaining walls, stairways, lighting facilities, signs, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees, and customers (the "Common Areas"), shall at all times be subject to the exclusive control and management of Landlord, (provided, however, Landlord may delegate, assign, or subcontract its rights and obligations, in whole or in part, under this Section to a tenant or tenants or third parties) and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section. Landlord shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements and shall have the right to police the same. Landlord shall have the right from time to time to change the location and arrangement of the parking areas and other facilities referred to in this Section, to change truck routes to such extent as the Landlord may desire provided that the Leased Premises are adequately served by the new route; to establish or designate employee parking areas and to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and from time to time change the level of parking surfaces; to close all or any portion of said areas or facilities to such extent as may, in the opinion of the Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate or convey property for public, utility, or drainage use; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers.

**Section 2.05. Payment of Rentals.**

All Rent payable under this Lease shall be paid without any prior demand therefor, and without any deduction or setoff whatsoever. All payments and correspondence shall be made to and/or sent to Atchison Holdings 926 Conti Street, Mobile, Alabama 36604.

## ARTICLE III
## POSSESSION AND ALTERATION

**Section 3.01. Tenant's Possession.**

The taking of possession of the Leased Premises by Tenant upon delivery by Landlord shall be conclusive evidence that the Leased Premises were in good and satisfactory condition and fully completed in accordance with the terms of this lease at the time such possession was taken, and Tenant accepts the Leased Premises and all components thereto in "as is condition", subject to completion of Landlord's Work. Tenant further acknowledges that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers has made any representations or warranties whatsoever as to the suitability of the Leased Premises for the conduct of Tenant's business or for any other purpose, and that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers agreed to undertake or cause to be undertaken any alterations or to construct any improvements to the Leased Premises or the Building, except as expressly provided in this Lease.

**Section .02. Changes and Additions to Buildings.**

Landlord hereby reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the premises are contained and to build adjoining the same. Landlord also reserves the right to construct and remove other buildings or improvements on the Property from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same. Landlord further reserves the right to enter and use the Leased Premises for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service of the Leased Premises or other premises, provided that Landlord shall not unreasonably interfere with the Permitted Use of the Leased Premises by Tenant.

**Section 3.03. Tenant Shall Discharge All Liens.**

Tenant may not make alterations to the Leased Premises without first obtaining Landlord's written consent to any alterations. Should Landlord consent to any Tenant alterations, Tenant shall promptly pay all its contractors and materialmen, so as to prevent any liens from attaching to the Leased Premises, and should any such lien be recorded or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

## ARTICLE IV
## USE OF PREMISES AND CONDUCT OF BUSINESS BY TENANT

**Section 4.01. Use of Premises.**

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following: restaurant, doing business as Follies Oyster & Cocktail ("Trade Name") and for no other purpose whatsoever, subject to the terms hereof (the "Permitted Use"). Tenant, at its own expense, shall comply with the Rules and Regulations established by Landlord and set forth on Exhibit B, as amended from time to time, and all applicable laws, including the installation, removal and alteration of fixtures, equipment and facilities in the Leased Premises, and alterations to the Leased Premises as may be necessary so to so comply.

**Section 4.02. Operation of Business.**

Tenant shall occupy the premises promptly after the commencement of the Term of this lease, and thereafter continuously during the Term of this lease and any renewal or extension thereof, and shall continuously conduct in said premises the business permitted under Section 4.01.

**Section 4.03. Storage, Office Space.**

Tenant shall warehouse, store and/or stock in the Leased Premises only such inventory, goods, wares, and merchandise as Tenant needs in order to operate its bar/restaurant business and/or intends to offer for sale at retail at, in, from or upon the Leased Premises. Tenant shall use for office, clerical or other non-selling purposes only such space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No auction, fire or bankruptcy sales may be conducted in the Leased Premises without the previous written consent of Landlord.

**Section 4.04. Change of Name.**

Tenant agrees not to change the advertised trade name of the business operated from the Leased Premises without the written permission of Landlord.

**Section 4.05. Solicitation of Business.**

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other Common Areas.

## ARTICLE V
## TENANT'S LIABILITY FOR MAINTENANCE & SUPERVISION

**Section 5.01. Tenant's Responsibilities.**

Tenant shall at all times keep the Leased Premises (including exterior entrances and doors, interior entrances and doors, door checks, walls, ceiling, ceiling tiles, grid and support systems, floors, windows, glass, plate glass, and store front) and all partitions, door fixtures, ceiling tiles and support systems, equipment and appurtenances thereof (including lighting, heating, air conditions and plumbing fixtures, sewerage facilities and drains within the Leased Premises including free flow up to the main sewerage lines, escalators, elevators, and any air conditioning system

which exclusively serves the Leased Premises) in good order, condition, repair, and replacement (including maintenance of the air conditioning and heating system no less than every four (4) months). In pursuance of its obligation of maintenance, Tenant agrees to keep the inside and outside of all glass in the doors and windows of the Leased Premises clean; to keep all exterior surfaces of the premises clean; to replace promptly at its own expense with glass of like kind and quality, any plate glass or window glass of the Leased Premises which may become cracked or broken; not to place or maintain any merchandise or other articles in the vestibule or entry of the premises or elsewhere on the exterior thereof; to maintain the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; not to permit undue accumulations of garbage, trash, rubbish, and other refuse; to keep such refuse in proper containers (or trashroom maintained by Tenant) on the exterior of the Lease Premises until called for to be removed and to remove the same at its own expense; Leased Premises; to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction over the Leased Premises; and all recommendations of any public or private agency having authority over insurance rates with respect to the use of occupancy of the premises by Tenant; not to overload the electric wiring serving the Leased Premises or within the Leased Premises, and to install at its own expense, but only after obtaining Landlord's written approval, any electric wiring which may be required in connection with Tenant's apparatus; to repair promptly at its own expense any damage to the Leased Premises caused by bringing into the Leased Premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors (and in default of any such repairs by Tenant, Landlord may make the repairs and Tenant agrees to pay the cost thereof to Landlord promptly upon Landlord's demand therefor; and to conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of operation for the Permitted Use. Tenant shall give immediate telephone notice to Landlord in case of fire, casualty, accident or defects in the Leased Premises or in the Building, or any fixtures or equipment located thereon or therein and shall promptly thereafter confirm such notice in writing. Tenant shall obtain a service contract covering the heating and air conditioning equipment, with a service contractor satisfactory to Landlord, such service contract to cover, without limitation, lubricating of equipment and replacement of belts and filters. Tenant shall furnish Landlord with a copy of such service contract, which shall be kept in force during the entire term hereof.

**Section 5.02. Landlord's Right to Intervene.**

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20.00%) for overhead, upon presentation of bill therefor, as Additional Rent.

**Section 5.03. Surrender of Premises.**

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the delivery of notices and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. If required by Landlord, Tenant shall remove all its trade fixtures and any alterations or improvements before surrendering the premises as aforesaid, and shall repair any damage to the Leased Premises caused thereby, however Tenant shall have no right to remove same if Tenant is in default under this lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

**Section 5.04. Rules and Regulations.**

The rules and regulations attached as Exhibit B to this lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises and the Building. Notice of additional reasonable rules and regulations, and amendments and supplements, if any, shall be

given to Tenant, and Tenant agrees thereupon to comply with and observe all such reasonable rules and regulations, and amendments thereto and supplements thereof.

## ARTICLE VI
## LANDLORD'S OBLIGATION FOR MAINTENANCE

**Section 6.01. Responsibilities of Landlord.**

Landlord shall maintain the roof. In the event any repairs become necessary to the structural portions of the roof, exterior walls, or foundations of the Leased Premises, or sidewalks adjacent to said Leased Premises, during the Term, then upon written notice from Tenant to Landlord stating the necessity therefor and the nature thereof, Landlord with reasonable promptness, and at its own expense, shall make any such necessary repairs specified in such notice. If Landlord is required to make repairs to the roof or structural portions by reason of Tenant's negligent acts or omissions to act, Tenant shall pay Landlord's cost for making such repairs plus twenty percent (20%) for overhead. The phrase "structural portions" as above used shall not be so construed as to require Landlord to make repairs to interior surfaces of the Leased Premises unless the damage to such interior surface resulted from defects otherwise required to be kept in repair by Landlord. Landlord shall not be liable for damage to any goods or property, or injury to person (including death) caused by failure to perform any maintenance or repair which Landlord is obligated hereunder to perform, it being understood that Landlord shall be liable only for the cost of making such maintenance or repair. Landlord shall not be responsible for maintaining and repairing window frames located in the exterior building wall. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein.

**Section 6.02. Landlord's Disclaimer.**

Landlord shall be under no liability to replace, repair, maintain, alter, or take any other action with reference to the premises or any part thereof, or any plumbing, heating, cooling, gas, electrical or other mechanical installation therein, except as may be expressly set out in Section 6.01 immediately above.

## ARTICLE VII
## SIGNS, AWNINGS, PAINTING, ALTERATIONS, TRADE FIXTURES

**Section 7.01. Signs.**

Tenant shall not place or suffer to be placed or maintained on the exterior or in the interior of the premises any sign, advertising matter or other thing of any kind which may be visible from the exterior, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval thereof; and Tenant agrees to maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord shall have the right to remove, at Tenant's expense and without notice to Tenant, any unauthorized sign or advertising matter. Tenant, at Tenant's sole cost and expense, agrees to cooperate with Landlord in any remodeling of the Building which would require the replacement or removal of any of Tenant's signs.

**Section 7.02. Awnings.**

Tenant shall not erect or maintain an awning or other device protecting against the sun or the elements without first obtaining Landlord's written approval thereof, and Tenant agrees that it will at its own expense keep such awning or device as may be approved in good condition and repair and that it will replace or recover the same whenever it shall become shabby or unattractive in appearance.

**Section 7.03. Painting.**

Tenant shall not paint or decorate any part of the exterior of the Leased Premises without first obtaining Landlord's written approval of such painting or decoration; and Tenant agrees to remove promptly upon order of Landlord any paint or any such decoration which has been applied to or installed upon the exterior of the Leased Premises without Landlord's prior written approval, or to take such other action with reference thereto as Landlord may direct.

**Section 7.04. Alterations.**

Tenant shall not alter the store front of the Leased Premises and shall not make any structural alteration to the Leased Premises or any part thereof without first obtaining Landlord's written approval of such alteration; and Tenant agrees that any improvements made by it shall immediately become the property of Landlord. Tenant agrees to submit to Landlord prior to obtaining any required permits and approvals, plans and specifications in such detail as Landlord may reasonably request covering any work which Tenant proposes to do in the Leased Premises. Tenant shall not commence any work in the Leased Premises until Landlord has approved the plans and specifications therefore in writing, which approval shall not be unreasonably withheld or delayed. Plans and specifications shall be prepared by an architect licensed in the State of Alabama and shall fully detail all modifications and/or improvements to the Leased Premises and any adjacent space. Tenant shall submit two (2) sets of plans and specifications for Landlord's review. Tenant also acknowledges and agrees that the Building is encumbered by the terms of Alabama's Historic Tax Credit Program and Tenant is strictly prohibited from undertake any alterations or improvements that is in violation of the terms and conditions of the same or that would jeopardize the Building's status in such program.

**Section 7.05. Trade Fixtures.**

All trade fixtures and apparatus installed by Tenant in the premises, other than alterations referred to in Section 7.04 immediately above, shall remain the property of Tenant and be removable at any time (subject to the provisions of Section 5.03), provided Tenant not be in default at the time of any covenant of this lease. Tenant shall promptly and at its own expense repair any damage to the premises in removing any such trade fixtures and apparatus.

## ARTICLE VIII
## INSURANCE AND INDEMNITY

**Section 8.01. Liability Insurance.**

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant in which the limits of public liability shall not be less than $1,000,000 bodily injury for each occurrence and in which the property damage liability shall not be less than $1,000,000 for each occurrence. In addition, Tenant shall maintain in full force and effect: (i) employer's liability insurance with limits of not less than five hundred thousand dollars ($500,000) for each accident and five hundred thousand dollars ($500,000) for each employee for bodily injury by disease, (ii) worker's compensation insurance as required by law, (iii) all-risk property insurance policy covering all personal property, inventory, plate glass, equipment, fixtures, alterations and improvements at the Leased Premises up to the replacement value of such property, (iv) if Tenant sells alcohol for on-premises consumption, dram shop or liquor liability insurance with limits of not less than $1,000,000 per occurrence, insuring against Tenant's and/or Landlord's vicarious liability with respect to the actions of Tenant's patrons on or off the Leases Premises which may arise by reason of Tenant's sale of alcoholic beverages to patrons and (v) umbrella excess liability insurance policy in addition to and in excess of the commercial general liability and employer's liability insurance policies described above, against claims for bodily injury, personal injury, advertising injury and property damage and having limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) for the annual aggregate. Each liability insurance policy shall name Landlord and any person, firms or corporations designated by Landlord (including any mortgagees of Landlord), and Tenant as additional insured or loss payee, as applicable, and shall contain a clause that the insurer will not cancel or change the insurance without giving the Landlord thirty (30) days prior written notice. The insurance shall be issued by a company carrying a Best and Company rating of A+ with a Class 15 financial rating (or equivalent ratings if the rating system changes). Prior to the Commencement Date of this

Lease and prior to any construction in the Leased Premises, Tenant will deliver to Landlord a copy of each policy or certificates of insurance. Should Tenant fail to provide such policies of insurance, then Landlord may, at its option, purchase such policies and assess the cost thereof against Tenant as Additional Rent hereunder.

**Section 8.02. Indemnification of Landlord.**

Tenant will indemnify Landlord and save harmless from and against any and all claims, actions, damages, liability and expense in connection with: (a) loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, licensees or concessionaires or (b) any act or omission of Tenant or Tenant's agents, contractors, employees, servants, lessees, licensees or concessionaires upon the Leased Premises, the Building or otherwis8. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

**Section 8.03. Waiver of Subrogation.**

Tenant waives the right or claim against Landlord for damage sustained by it and which might be covered under any insurance policy, and Tenant shall cause Tenant's insurance carriers to waive their respective right of subrogation with respect to same, and to so notify Landlord.

**Section 8.04. Prohibited Articles and Activities.**

Tenant agrees that it will not keep, use, sell, or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Property and/or the Building and agrees that it will not carry on or conduct any activity which may be prohibited by the standard form of insurance policy which affords insurance coverage to Landlord with respect to the Property and/or the Building.

## ARTICLE IX
## UTILITIES

**Section 9.01. Utility Charges.**

Tenant shall, at its sole expense, arrange for the entry and connection of all necessary utility service to the Leased Premises and shall be required to pay any connection, "hook-up" or meter charge. Tenant shall pay for all water fees, sprinkler system water fees, sewage service charges, fuels, electricity, steam and gas used in or at the Leased Premises for any purposes. If Landlord is billed direct for sprinkler system water fees, Tenant in turn will be billed by Landlord for Tenant's Pro Rata Share. This fee will be due and payable within ten (10) days of receipt of invoice from Landlord. If Tenant's use of the Leased Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which shall not be unreasonably withheld, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Leased Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within thirty (30) days after receipt of written demand thereof by Landlord. No interruption or malfunction of any utility services (including, without limitation, interruption of such utilities as a result of the enactment or promulgation, regardless of the ultimate validity or enforceability thereof, of any federal, state or local law, statute, ordinance, decree, order, guideline or regulation now or hereafter enacted or promulgated by any governmental, quasi-governmental, regulatory or executive authority) shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for any damages (including, without limitation, consequential or special damages) or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay Rent) or grant Tenant any right of off-set or recoupment.

## ARTICLE X
## OFFSET, STATEMENT, ATTORNMENT, SUBORDINATION

**Section 10.01. Estoppel Certificate**

Within ten (10) days after request thereof by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto or stating those claimed by Tenant and the dates to which Minimum Rent and other charges have been paid, and such other matters as may be required by such mortgagee or purchaser of the Lot on which the Leased Premises are located. The form of such Estoppel Certificate shall be in form and content as may be required by such purchaser or mortgagee of the real estate on which the Leased Premises are located.

**Section 10.02. Attornment.**

Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

**Section 10.03. Subordination.**

Tenant agrees that this Lease is and shall at all times be subject and subordinate to the lien of any mortgage (including any amendment or modification thereof), which at any time may be placed on the Leased Premises by Landlord without the necessity for any instrument evidencing the same. Within ten (10) days of the receipt of request of Landlord, Tenant shall execute and deliver any instrument evidencing such superiority or subordination as Landlord or Landlord's lender may reasonably request, which instrument shall include, among and with any other provisions required by the mortgagee, an agreement on the part of Tenant to attorn to any and all successors, resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure and shall also provide that Tenant shall be entitled to continue possession of the Leased Premises under this Lease so long as Tenant complies with all terms, conditions and provisions of this Lease. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates.

**Section 10.04. Attorney-in-fact**

Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of this Article as shall be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates. If fifteen (15) days after the date of a written request by Landlord to execute such instruments, Tenant shall not have executed the same, Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

## ARTICLE XI
## ASSIGNMENT AND SUBLETTING, CONCESSIONS, CORPORATE OWNERSHIP

**Section 11.01. Consent Required.**

Tenant will not assign this lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by

operation of law. If this Lease be assigned or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, if Tenant requests Landlord's consent to an assignment of this Lease or subletting of all of the Leased Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant along with a review fee of $1,000 regardless of whether such assignment or sublease is approved. Landlord shall have the option (to be exercised within thirty (30) days from the submission of Tenant's written request) to cancel this Lease as of the commencement date stated in the above-mentioned sublet or assignment. If Landlord elects to cancel the within lease as stated, then, the term, tenancy, and occupancy of the said premises, under said lease or otherwise, shall cease, terminate, expire, and come to an end as if the cancellation date was the original termination date of the within lease.

If Landlord shall not exercise its option within the time set forth above, its consent to any such proposed assignment or subletting shall not be unreasonably withheld, provided that Tenant and any guarantor of Tenant shall remain fully liable on this lease and shall not be released from performing any of the terms, covenants, and conditions of this lease.

**Section 11.02. Benefits and Burdens on Assignment.**

This Lease and agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its heirs, successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to in writing by Landlord. Nothing contained in this lease shall in any manner restrict Landlord's right to assign or encumber this lease in its sole discretion.

**Section 11.03. Operation of Concessions.**

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord.

## ARTICLE XII
## WASTE, GOVERNMENTAL REGULATIONS

**Section 12.01. Waste and Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located, or in the Building, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Building.

**Section 12.02. Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

## ARTICLE XIII
## DESTRUCTION OF LEASED PREMISES

**Section 13.01. Destruction of the Leased Premises and Building.**

(a) If any portion of the Leased Premises or the Building shall be damaged or destroyed in whole, or in part, by fire, the elements, unavoidable accident, or other casualty, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this lease shall terminate as of the date on which the damage occurs, and rent shall be adjusted as of said date; but in default of such notice by Landlord, this lease shall continue, and Landlord shall cause the Leased Premises to be repaired or restored with due diligence. Except in the event of termination of this Lease, as aforesaid, the Minimum Rent shall be abated to the extent of the fair rental value of such portion, if any, of the Leased Premises as shall be rendered unfit for occupancy for the usual conduct of Tenant's business in consequences of the damage aforesaid for the period of such unfitness for occupancy.

(b) Notwithstanding anything in Subsection (a) above or elsewhere in this Lease to the contrary, if the Leased Premises shall be damaged in whole or in part due to any negligent act or omission of Tenant or failure by Tenant to observe the terms, conditions and covenants of this Lease, then Landlord shall be under no obligation to repair or restore the premises, and such act, omission or failure of Tenant shall constitute an event of default under Article XVI of this Lease, entitling Landlord to all rights and remedies reserved to Landlord under this lease, in addition to all rights and remedies granted Landlord under the laws of the State of Alabama.

(c) In the event that thirty percent (30.00%) or more of the rentable area of the Building shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

## ARTICLE XIV
## EMINENT DOMAIN

**Section 14.01. Total Condemnation.**

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

**Section 14.02. Partial Condemnation.**

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall have the option to terminate this Lease upon written notice to Tenant or restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, in the event of which the lease shall continue in full force and effect, and the Minimum Rent shall be reduced proportionately as to the portion lost in the taking. Tenant hereby acknowledges and agrees that it shall not be entitled to any rights including termination rights, reduction in rent or any damages following the acquisition or condemnation of any portion of the Property which does not include the Leased Premises (e.g. the parking lot).

**Section 14.03. Landlord's Damages.**

In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and the Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

**Section 14.04. Tenant's Damages.**

Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in its own right on account of any and all damage to Tenant's business by reason of the condemnation and for or in account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, leasehold improvements and equipment.

## ARTICLE XV
## TENANT'S PROPERTY

**Section 15.01. Taxes and Leasehold.**

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind placed in, upon or about the Leased Premises by Tenant.

**Section 15.02. Loss and Damage.**

Landlord shall not be liable for any damage to property of Tenant or of others entrusted to Tenant, nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of the Building or the Property, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored on the Leased Premises at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims by Tenant's insurance carriers.

## ARTICLE XVI
## DEFAULT OF THE TENANT

**Section 16.01. Right to Re-Enter.**

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant or any guarantor of this lease in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this lease to be taken under any writ of execution, then Tenant shall be deemed to be in default hereunder and to have committed a breach hereof and Landlord besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**Section 16.02. Right to Relet and Accelerate.**

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second; to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the Commencement Date to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter. Without limitation of Landlord's other rights and remedies, and regardless of whether or not Landlord shall have re-entered, relet or terminated this Lease, in the event of any default or breach by Tenant, at the election of Landlord (i) the entire rent for the whole term of this Lease and any other indebtedness of Tenant to Landlord hereunder shall be immediately due and payable, or (ii) Landlord may proceed for past due installments and indebtedness only, reserving Landlord's right to proceed later for the remaining installments and subsequently maturing indebtedness. All rights and remedies of Landlord, as set forth in this Lease, shall be in addition to such other rights and remedies as Landlord may have under any applicable law.

**Section 16.03. Legal Expenses.**

In case of employment of an attorney or if suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

**Section 16.04. Landlord's Lien.**

In addition to any security or lien interest arising out of operation of law or statute, Tenant hereby grants to Landlord a valid security interest to secure payment of all Rent and other charges for the entire Term and any damages or losses suffered by Landlord as a result of any default in this Lease by Tenant, which security interest is in the Security Deposit and upon all inventory, goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently in or which may hereafter be situated on the Premises and all proceeds therefrom. Such property shall not be removed from the Leased Premises without the consent of Landlord until any and all sums due Landlord shall be fully paid and discharged. Tenant agrees, upon request of Landlord, to allow Landlord to file a financing statement in the form acceptable to Landlord in Landlord's exclusive judgment. Anything hereinabove to the contrary notwithstanding, so long as Tenant is not in default under this Lease, Tenant is hereby authorized to sell or dispose of any inventory in the ordinary course of business or to sell and replace any equipment, fixtures or furniture when such replacement is made necessary by normal wear and tear or as a result of theft, damage or destruction. Tenant is strictly prohibited from liquidating its inventory or disposing of all or substantially all of its personal property on the Leased Premises without the prior written consent of Landlord.

## ARTICLE XVII
## HOLDING OVER

**Section 17.01. Holding Over.**

Any holding over after the expiration of the term hereof, without the consent of the Landlord, shall be construed to be a tenancy at sufferance, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to one hundred fifty percent (150%) of the monthly rental as specified in Article II, Section 2.01 hereof; but nothing in this article shall be construed as consent by Landlord to any holding over or as a waiver of any rights of Landlord otherwise provided for herein. If the said Tenant continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Landlord, at any time, whether rent has been accepted by the Landlord or not, reserves the unqualified right, or option to notify the Tenant in writing of his election to terminate this Lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

## ARTICLE XIII
## ACCESS, RESERVATIONS AND RELEASES OF LANDLORD

**Section 18.01. Right to Entry.**

Tenant shall permit Landlord, its agents, employees and contractors to enter the Leased Premises and all parts thereof at any reasonable time to show or inspect the same and to enforce or carry out any provision of this Lease.

**Section 18.02. Exclusive Use of Roof and Side Walls.**

Landlord shall have the exclusive right to use all or any part of the roof and side walls of the premises for any purpose.

**Section 18.03. Non-Exclusive Remedies.**

The mention in this lease of any specific right or remedy shall not preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity.

**Section 18.04. Release from Liability.**

Tenant agrees not to hold Landlord responsible or liable in damages by abatement of rent or otherwise for any damage sustained by Tenant or any other person, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident, especially, but not exclusively, any damage caused by water, snow, windstorm, hurricane, flooding, storm surge, tornado, gas, steam, electric wiring, plumbing, or heating apparatus; and not to hold Landlord liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft. Notwithstanding anything elsewhere in this lease, Tenant hereby releases Landlord from any claim (regardless of cause) with respect to water or other damage sustained by Tenant from the sprinkler system covering the Leased Premises and/or the operation of said sprinkler system.

**Section 18.05. Landlord's Exculpation.**

Anything to the contrary contained in this lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Landlord or its agents, individually or collectively, with respect to any of the terms, covenants, conditions and provisions of this lease, and Tenant shall look solely to the equity of Landlord, its successors and assigns, in the Building for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or in the event of any liability on the part of Landlord, its successors and

assigns under any of the terms, covenants, conditions and provisions of this lease, such exculpation of personal liability being absolute and without exception whatsoever.

## ARTICLE XIX
## QUIET ENJOYMENT

**Section 19.01. Landlord's Covenant.**

Upon payment by Tenant of the rents provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

## ARTICLE XX
## MISCELLANEOUS

**Section 20.01. Waiver.**

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Landlord, unless such a waiver be in writing by Landlord.

**Section 20.02. Accord and Satisfaction.**

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

**Section 20.03. Entire Agreement.**

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**Section 20.04. No Partnership.**

Intentionally Deleted

**Section 20.05. Notices.**

All notices required or options granted under this lease shall be given or exercised in writing, and shall be deemed to be properly served if delivered in writing personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages, or sent by registered or certified mail, return receipt requested, to Tenant at 755 Monroe Street, Mobile, Alabama 36604 or such other address as may be specified by Tenant in written notice to Landlord, and to Landlord as follows: 1108 Dauphin Street, Mobile, Alabama 36604 or such other address as may be specified by Landlord in written notice to Tenant. The date of personal delivery or, if

sent by mail or overnight courier, then the date of delivery or first refusal thereof as evidenced by the carrier's or courier's receipt, shall be the effective date of such notice, election or demand. Notwithstanding the foregoing, after Tenant takes possession of the Leased Premises, any notice by Landlord to Tenant shall be deemed valid if sent to the Tenant's address above or to the Leased Premises.

**Section 20.06. Captions and Section Numbers.**

The captions, Section numbers, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Sections or articles of this Lease nor in any way effect this lease.

**Section 20.07. Recording.**

Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purposes or recordation. Said memorandum or short form of this lease shall describe the parties, the Leased Premises and the term of this lease and shall incorporate this lease by reference. Tenant shall record this Lease or said short form at the request of Landlord, and shall pay the cost of recording same.

**Section 20.08. Landlord's Consent.**

Whenever any action or any condition is prohibited or restricted under this Lease unless Landlord's consent is secured, or whenever Landlord's consent is required under this lease either expressly or by implication, Tenant agrees that Landlord's decision to consent or not need not be made in accordance with any particular criteria or commercial standards (including "reasonable commercial standards"), that Landlord may make its decision on the basis of any factors which seem relevant to Landlord, and that Landlord's decision, for whatever reason, shall be conclusive and binding on Tenant. Landlord may condition the giving of its consent upon whatever requirements and conditions seems desirable to Landlord regardless of whether Landlord's position and/or the particular requirements and conditions accord with any particular criteria or commercial standards, including reasonable commercial standards.

**Section 20.09. Solely for Benefit of Parties.**

It is expressly understood and agreed that this lease and the covenants contained herein are for the sole benefit of Landlord and Tenant, their successors and assigns, and that all rights of action for any breach or any covenant herein contained are reserved to such parties; and it is further expressly understood and agreed that such parties may by mutual agreement alter, amend, modify or revoke or rescind this lease or any covenant herein contained in any writing and at any time.

**Section 20.10. Partial Invalidity.**

If any Section, clause, sentence, word, or provisions of this lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this lease shall not be affected thereby, and each remaining provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 20.11. Tenant and Landlord Defined.**

The words "Tenant" and "Landlord" shall be deemed and taken to mean each and every person or party mentioned as Tenant herein or Landlord herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, or corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Landlord or Tenant to either

corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**Section 20.12. Posting.** Landlord shall have the right to display in and on the Building "For Rent" or "For Sale" signs and Landlord may show the Leased Premises and all parts thereof to prospective tenants, purchasers and/or mortgagees at all reasonable times, provided that Landlord shall not unreasonably interfere with the business operations of Tenant in the Leased Premises.

**Section 20.13. Security Deposit.**

Landlord and Tenant agree that Tenant will deposit with Landlord the sum equal to $0 (the "Security Deposit") simultaneously with the execution of this Lease, to be held, without interest, as security for the payment of rent and any and all other sums of money for which Tenant shall or may become liable to Landlord under this lease, and for the faithful performance by Tenant of all other covenants and agreements under this lease, said deposit to be returned to Tenant after the termination of this Lease, and any renewal hereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. If at any time during the Lease Term any Minimum Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply all or any portion of the Security Deposit to the payment of any such overdue Rent or other sum. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary, to compensate Landlord for the loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Nothing in this Section shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provision of this lease. Landlord shall not be required to keep this Security Deposit separate from its general funds. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Leased Premises. In the event that such interest be sold or otherwise transferred and the purchaser or transferee assumes the obligations of Landlord, then thereupon, Landlord shall be discharged from any further liability with respect to the Security Deposit.

**Section 20.14. Applicable Law.**

The laws of the State of Alabama shall govern the validity, performance, and enforcement of this lease. All terms and conditions of this lease shall inure to the benefit of, and be binding upon the parties hereto and their successors, heirs, assigns and personal representatives.

**Section 20.15. Hazardous Substances.**

Tenant shall not commit or suffer to be committed on the Leased Premises the discharge of any "Hazardous Substances" or "Hazardous Wastes" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S. 9602(14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. 9604 (A) (2), or hazardous wastes as defined in the Resource Conservation and Recovery Act ("RCRA"), 43 U.S.C. Section 6903 (5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde, and such hazardous substances or hazardous wastes will not be released or discharged over, beneath, or on the Property, or on or in any structures located on the Property from any source whatsoever by Tenant, its successors or assigns in the Property or any other person, including subtenants of Tenant.

Tenant hereby agrees to defend, indemnify and hold Landlord harmless of and from any and all losses, damages, claims, costs, fees, penalties, charges, taxes, fines or expenses including reasonable attorney's fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Landlord, as a result of breach of Tenant's covenants, warranties and representations contained in this Lease with

regard to "Hazardous Substances" or "Hazardous Wastes". This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorney's fees, under CERCLA, under RCRA, or under RRMA. This indemnity is in addition to and is not to be construed as a limitation of any other indemnity under this lease. Provided, however, Tenant shall not be responsible for any losses, damages or claims associated with preexisting "Hazardous Substances" or "Hazardous Wastes" located on the Leased Premises.

**Section 20.16 Financial Statements.** Upon written request by Landlord (which shall be no more than two (2) times during any Lease Year), Tenant shall submit to Landlord within fifteen (15) days of receipt of such request, either in print or in electronic form, copies of the most recent annual financial statements for Tenant's business operations.

**Section 20.17 Guaranty of Lease.**

Intentionally removed.

**Section 20.18 Arbitration.**

(a) Procedure. Both Landlord and Tenant waive their right to a jury trial and agree that for any disputes arising under this Lease that are not resolved by the parties within fifteen (15) days after either party gives notice to the other of its desire to arbitrate the dispute, the dispute shall be settled by binding arbitration by the American Arbitration Association in accord with its thenprevailing rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrators shall have no power to change the Lease provisions. The arbitration panel shall consist of three independent arbitrators, one of whom must be a real estate attorney actively engaged in the practice of law for at least the last five (5) years in the Mobile County, Alabama area, and two of whom must be actively engaged in commercial real estate leasing or management in the Mobile County, Alabama area for at least five (5) years. Both parties shall continue performing their Lease obligations pending the award in the arbitration proceeding unless the issue in arbitration is which party has the obligation to perform the obligation. The arbitrators shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees actually incurred pursuant to Section 20.18.

(b) Payment. The losing party shall pay to the prevailing party the amount of the final arbitration award. If payment is not made within thirty (30) days after the award, then in addition to any remedies under the law:

(i) If Landlord is the prevailing party, it shall have the same remedies for failure to pay the arbitration award as it has for Tenant's failure to pay the Rent; and

(ii) If Tenant is the prevailing party, it may deduct any remaining unpaid award from its monthly payment of Rent or other charges due and owing or that may become due and owing to Landlord.

**Section 20.18 Attorney's Fees.**

In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees actually incurred by the prevailing party. A party shall be considered the prevailing party if:

(a) It initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment;

(b) The other party withdraws its action without substantially obtaining the relief it sought; or

(c) It did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

**IN WITNESS WHEREOF,** Landlord and Tenant have signed and sealed this as of the day and year first above written.

**LANDLORD:**

**Atchison Holdings, LLC,**
an Alabama limited liability company

By: _____
Name: Taylor Atchison
Its: Owner

**TENANT:**
**Follies Oyster, LLC**
an Alabama limited liability company

By: _____
Name: Taylor Atchison
Its: Managing Partner

# Planning & Zoning Department

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

| PERMIT NUMBER |
| --- |
| ZC-170798-2026 |
| Issue Date: 04/02/2026 |

## ZONING CERTIFICATION

| Parcel Number | Street Address | Suite Number |
| --- | --- | --- |
| R022906400010257.001. | 800 Monroe St | |

| Business Name | Issued To | Zoning Districts |
| --- | --- | --- |
| FOLLIE'S OYSTER LLC | Name: TAYLOR ATCHISSON<br>Company: FOLLIE'S OYSTER LLC<br>Address: 800 Monroe St STE A<br>MOBILE, AL 36602<br>Phone [redacted] | T-5.1 |

| This Zoning Classification Allows the property to be used for: |
| --- |
| FULL-SERVICE 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
[redacted]

# CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

## PLANNING & ZONING DEPARTMENT APPROVAL

| Business Structure | Application Type | Transfer Licensed? | Description/Type |
|---|---|---|---|
| ☐ Sole Proprietorship<br>☑ Limited Liability Company (LLC)<br>☐ Corporation | ☑ New Business<br>☐ New Owner<br>☐ Location Change | ☑ No ☐ Yes<br>Relocation Date | ☐ Convenience/Grocery Store<br>☐ Hotel ☐ Lounge/Bar<br>☐ Package Store ☑ Restaurant<br>☐ 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) |
|---|---|
| Follies Oyster, LLC | Follies Oyster & Cocktail |

| Complete Physical Address (Street, Business Suite #) | City | State | Zip Code |
|---|---|---|---|
| 800 Monroe St. Suite A | Mobile | AL | 36602 |

Business Contact Person Information

| Name | Title | Phone | Email |
|---|---|---|---|
| Taylor Atchison | Owner | [redacted] | |

**URBAN DEVELOPMENT DEPARTMENT USE ONLY**

| Building Sq Footage | Parking Provided | Parking Required | Compliance | Zoning | Approved |
|---|---|---|---|---|---|
| 2500 | N/A | N/A | ✓ | T5.1 | ✓ |

Comments

NO ON-SITE PARKING REQUIRED WITHIN D.D.D.

| Print Name | Signature | Date |
|---|---|---|
| CALDWELL C. WHISTLER | Caldwell C. Whistler | 4-7-2026 |

Revision Date 10.23.2023

Planning and Zoning

# R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

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

| | |
|---|---|
| Type of application: | Specialty Retailer of Consumable Hemp Products |
| Submitted by: | Parkway Package, Inc. |
| Location: | Cottage Hill Package<br>6376 Cottage Hill Road<br>Mobile, AL 36609 |

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

# OFFICE OF THE CITY COUNCIL

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 04/06/2026 | NEW APPLICATION | 2026 - 5697 | 17290 | 6 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
PARKWAY PACKAGE INC

Trade Name (DBA)
COTTAGE HILL PACKAGE STORE

Location Address
6376 COTTAGE HILL ROAD

City, State, Zip Code
MOBILE AL 36609

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 |
|---|---|---|---|---|---|
| 04/06/2026 | NEW APPLICATION | 2026 - 5697 | 17290 | 6 | April 20, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

PARKWAY PACKAGE INC

Trade Name (DBA)

COTTAGE HILL PACKAGE STORE

Location Address

6376 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

# City of Mobile ABC Licensing & Compliance Application

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 04/06/2026 | NEW APPLICATION | 2026 - 5697 | 17290 | 6 | April 20, 2026 |

| License Type Applied for with Alabama ABC Board | 2nd License Type Applied for with Alabama ABC Board |
|---|---|
| 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT | |

## Business Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| PARKWAY PACKAGE INC | COTTAGE HILL PACKAGE STORE |

| Business Structure Type | Incorporation Date | SOS Entity ID | State | County |
|---|---|---|---|---|
| CORP - CORPORATION | 03/25/1953 | 000091414 | AL | MOBILE |

| Federal Tax ID (FEIN) | Alabama State Sales Tax ID | Business Phone Number | If Hemp, Product Type |
|---|---|---|---|
| 63-0842153 | R490027411 | [redacted] | ALL PRODUCT TYPE(S) |

| Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 6376 COTTAGE HILL ROAD | MOBILE | AL | 36609 |

| Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| 6376 COTTAGE HILL ROAD | [redacted] | | |

Primary Business Activity at the Location: LIQUOR/PACKAGE STORE — Explain (other):

Contact Person Information

| Name | Title | POA |
|---|---|---|
| ANDREW MANAS | OWNER | NO |

### If Transfer of ABC License, Previous Licensee Information

| Legal Business Name |
|---|
| 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 |
|---|---|---|
| CARRIAGE TOWNE LLC | [redacted] | |

| Property Owner Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| PO BOX 161049 | MOBILE | AL | 36616 |

| Bldg Square Footage | Bldg Seating Capacity | Restroom Facilities | Patio Area | Structure Type | License Covers |
|---|---|---|---|---|---|
| 4,800 | 0 | YES | NO | SHOPPING CENTER | |

Do the premises have a fully equipped/operational kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? NO

Will the business be operated primarily as a package store? YES

# City of Mobile ABC Licensing & Compliance Application

**Owner(s), Partner(s) or Officer(s) Information** — **Copy of Driver's License Must Be Provided for each Person**

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| MANAS, ANDREW SEAN | OWNER | [redacted] |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| [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) |
|---|---|---|---|
| YES | RAMP ENTERPRISES INC | COTTAGE HILL PACKAGE II | 4 COTTAGE HILL ROAD, SUITE 101, MOBILE, AL 36 |
| | RAMP ENTERPRISES INC | COTTAGE HILL BY THE BAY | 369 STATE HWY 104, STE B&C, FAIRHOPE, AL 365 |
| | RAMP ENTERPRISES INC | SEASIDE PACKAGE 2 | 500 W BEACH BLVD, GULF SHORES, AL 36542 |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| MANAS, MICHAEL JOHN | OWNER | [redacted] |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| [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 | RAMP ENTERPRISES INC | COTTAGE HILL PACKAGE II | 4 COTTAGE HILL ROAD, SUITE 101, MOBILE, AL 36 |
| | RAMP ENTERPRISES INC | COTTAGE HILL BY THE BAY | 369 STATE HWY 104, STE B&C, FAIRHOPE, AL 365 |
| | RAMP ENTERPRISES INC | SEASIDE PACKAGE 2 | 500 W BEACH BLVD, GULF SHORES, AL 36542 |

**Power of Attorney (POA) Information** — **Copy of Driver's License Must Be Provided for each Person**

| Full Name (Last, First, Middle) | Title | Date of Birth | Driver's License (State, Number) |
|---|---|---|---|
| N/A | | | |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code | Phone Number |
|---|---|---|---|---|
| | | | | |

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

# City of Mobile ABC Licensing & Compliance Application

## CERTIFICATION and SIGNATURE

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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 |
|---|---|
| Andrew Manas | 04/06/2026 |
| **Owner/Applicant/POA Signature** | **Title of Person Signing this Application** |
| Andrew Manas | Owner |

Sworn to and subscribed before me this day of 20 26

| Notary Person Printed Name | Notary Person Signature | My Notary Commission Expires |
|---|---|---|
| Tara Lynn Harris | Tara Lynn Harris | February 11, 2030 |

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

# 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 |
|---|---|---|---|---|---|
| 04/06/2026 | NEW APPLICATION | 2026 - 5697 | 17290 | 6 | April 20, 2026 |

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

PARKWAY PACKAGE INC

Trade Name (DBA)

COTTAGE HILL PACKAGE STORE

Location Address

6376 COTTAGE HILL ROAD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| ANDREW MANAS | OWNER | NO | [redacted] | |

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

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

# 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:

PARKWAY PACKAGE INC

dba COTTAGE HILL PACKAGE STORE

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

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

6376 COTTAGE HILL ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 20, 2026 for application number 2026 - 5697

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.

Andrew Manas

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

# PUBLIC NOTICE!

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**PARKWAY PACKAGE INC**

Trade Name (DBA)

**COTTAGE HILL PACKAGE STORE**

Location Address

**6376 COTTAGE HILL ROAD**

Zip Code

**36609**

Application Number

**2026 - 5697**

Notice Post Date @ Location

**04/06/2026**

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 20, 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

Andrew Manas

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.

# PUBLIC NOTICE!

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**PARKWAY PACKAGE INC**

Trade Name (DBA)

**COTTAGE HILL PACKAGE STORE**

Location Address

**6376 COTTAGE HILL ROAD**

Zip Code

**36609**

Application Number

**2026 - 5697**

Notice Post Date @ Location

**04/06/2026**

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 20, 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

Andrew Manas

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260402143337976**

**Type License:** 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

**State:** $300.00
$1,000.00

**County:** $300.00
$0.00

**Trade Name:** COTTAGE HILL PACKAGE STORE

**Filing Fee:** $100.00

**Applicant:** PARKWAY PACKAGE INC

**Transfer Fee:**

**Location Address:** 6376 COTTAGE HILL RD MOBILE , AL 36609

**Mailing Address:** 6376 COTTAGE HILL RD MOBILE , AL 36609

**County:** MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

**Product Type:** 03 **Type Ownership:** CORPORATION

**Book, Page, or Document info:** 2454 321

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 03/25/1953 **State incorporated:** AL **County Incorporated:** MOBILE

**Date of Authority:** 03/25/1983

**Federal Tax ID:** 63-0842153 **Alabama State Sales Tax ID:** 4900 27411

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|---|---|---|---|
| [redacted] | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260402143337976**

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:** ANDRE3W MANAS **Home Phon**
**Business Phone:**
**Fax:**

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous Vendor Number:

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260402143337976

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

Name of Property owner/lessor and phone number: CARRIAGE TOWNE LLC 251-401-3909

What is lessors primary business? REAL ESTATE

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

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

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 4800

Display Square Footage: 800

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION

**Confirmation Number:** 20260402143337976

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260402143337976

| Initial each | Signature page |
|---|---|
| ASM | In reference to law violations, I attest to the truthfulness of the responses given within the application. |
| ASM | In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. |
| ASM | 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. |
| ASM | 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. |
| ASM | 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. |
| ASM | 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): Andrew S. Morris

Signature of Applicant: Andrew S. Morris

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/24/2029

**Application Taken:** 4/2/24 **App. Inv. Completed:**
**Submitted to Local Government:**
**Received in District Office:** **Reviewed by Supervisor:**

**Forwarded to District Office:**
**Received from Local Government:**
**Forwarded to Central Office:**

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION

**Confirmation Number:** 20260402143337976

**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 PACKAGE STORES
License Covers: 6376 COTTAHE HILL RD MOBILE

# *Lease*

| | |
|---|---|
| ***Tenant:*** | ***PARKWAY PACKAGE, INC.*** |
| ***Term:*** | ***Five (5) Years***<br>***Commencing August 1, 2015*** |
| ***Date:*** | ***July 27, 2015*** |

***The Mitchell Company, LLC***
***Post Office Box 161049***
***Mobile, AL 36616***
[redacted]

**ADDENDUM TO LEASE**
**DATED JULY 27, 2015,**
**BY AND BETWEEN**
**CARRIAGE TOWNE, LLC**
**AND**
**PARKWAY PACKAGE, INC. D/B/A**
**COTTAGE HILL PACKAGE STORE**

This Addendum, when executed shall become a binding portion of that Lease dated July 27, 2015. Tenant hereby exercises its option for a Five (5) year period beginning August 1, 2025 and expiring July 31, 2030.

As an inducement to exercising of this option. Tenant shall add Two (2) additional Five (5) year periods beginning August 1, 2030 and August 1, 2035 at a rental increase of Three (3%) Per Cent base rent in each period. It is agreed by both parties that should Walmart enter the selling of Hard Liquor that has a major verifiable impact on gross sales, Tenant can cancel this Lease with Six (6) months prior written notice. All terms and conditions of that Lease dated July 27, 2015 shall remain in full force and effect.

It is hereby acknowledged by and between both parties that there are no other agreements and no changes or modifications shall be made to the Lease unless executed and signed by both parties.

**LANDLORD: Carriage Towne, LLC**

**By:** _____

**Its:** Manager

**Date:** 6/27/25

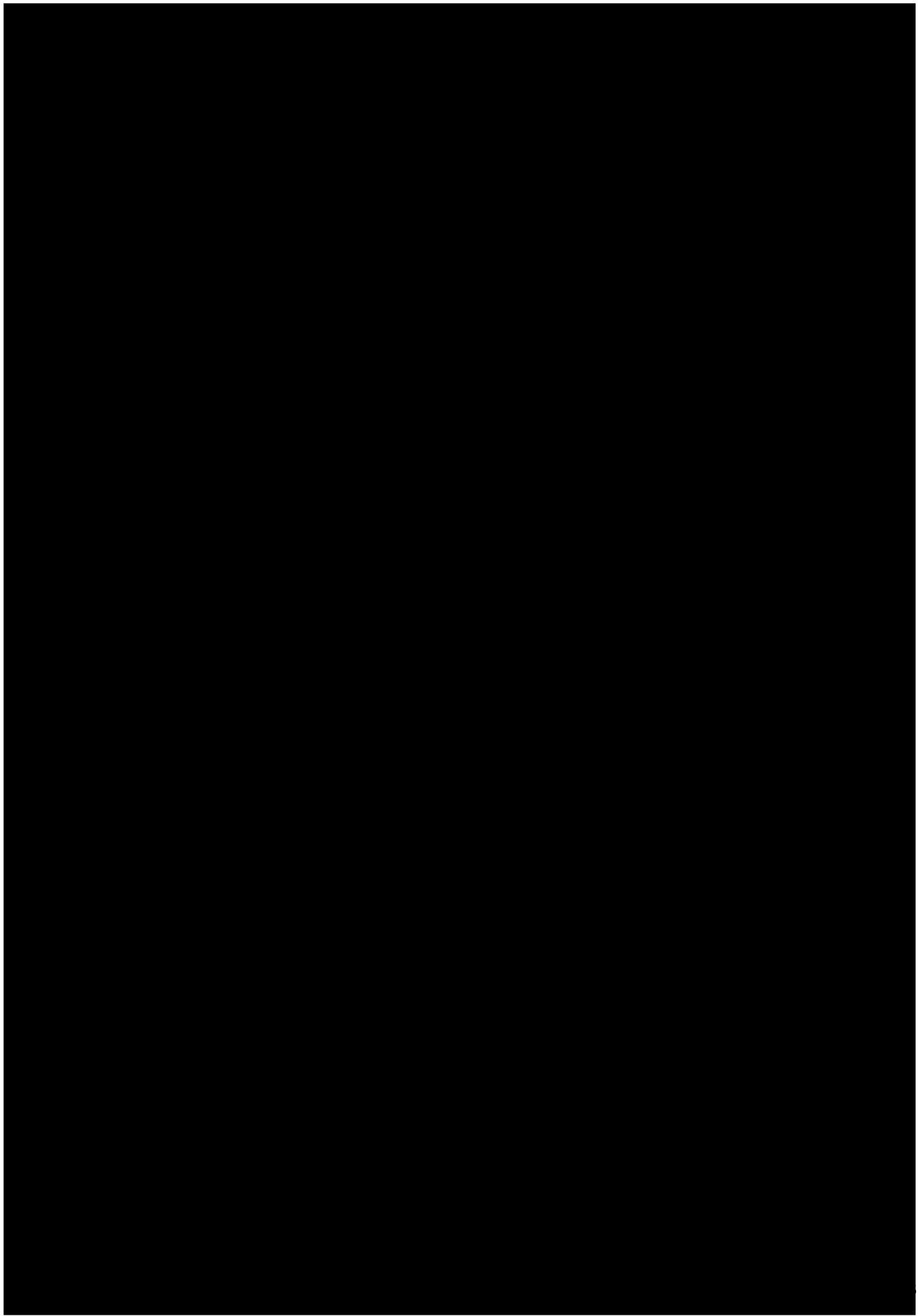
**TENANT: Parkway**

Package, Inc.

By:

Its: President

Date: 6-26-25



INDEX


| SECTION | | PAGE |
|---|---|---|
| 1 | Parties | 3 |
| 2 | Relationship of Parties | 3 |
| 3 | Demised Premises | 3 |
| 4 | Possession | 3 |
| 5 | Use | 3 |
| 6 | Operation of Business | 3 |
| 7 | Term | 3 |
| 8 | Base Rent | 4 |
| 9 | Additional Rent | 4 |
| 10 | Advance Rental | 4 |
| 11 | Time and Place of Payment | 4 |
| 12 | Failure to Open or to Conduct Business | 4 |
| 13 | Accord and Satisfaction | 4 |
| 14 | Operation and Maintenance of Common Areas | 4 |
| 15 | Control of Common Area by Landlord | 5 |
| 16 | Common Area Maintenance Chare | 5 |
| 17 | Use of Additional Areas | 5 |
| 18 | Utility Charges | 5 |
| 19 | Taxes on or in Respect of Rentals | 6 |
| 20 | Property Taxes | 6 |
| 21 | Insurance Premiums | 6 |
| 22 | Tenant's Liability and Casualty Insurance | 6 |
| 23 | Indemnification of Landlord | 7 |
| 24 | Loss and Damage | 7 |
| 25 | Tenant's Right to Make Alterations | 7 |
| 26 | Landlord's Right to Make Alterations | 7 |
| 27 | Trade Fixtures | 7 |
| 28 | Affirmative Covenants of Tenant | 8 |
| 29 | Negative Covenants of Tenant | 9 |
| 30 | Signs | 10 |
| 31 | Performance of Tenant's Covenants | 10 |
| 32 | Rights of Landlord | 10 |
| 33 | Responsibilities of Landlord | 10 |
| 34 | Events of Default | 11 |
| 35 | Rights of Landlord Upon Default by Tenant | 11 |
| 36 | Force Majeure | 12 |
| 37 | Landlord's Exculpation | 12 |
| 38 | Financing Agreement | 12 |
| 39 | Landlord's Financing | 12 |
| 40 | Assigning, Mortgaging, Subletting | 12 |
| 41 | Successors and Assigns | 13 |
| 42 | Attornment | 13 |
| 43 | Subordination | 13 |
| 44 | Estoppel Certificate | 13 |
| 45 | Destruction of the Demised Premises | 13 |
| 46 | Destruction of the Shopping Center | 13 |
| 47 | Total Condemnation | 14 |
| 48 | Total Condemnation of the Parking Area | 14 |
| 49 | Partial Condemnation | 14 |
| 50 | Partial Condemnation of the Parking Area | 14 |
| 51 | Landlord's Damages | 14 |
| 52 | Tenant's Damages | 14 |
| 53 | Release from Liability | 14 |
| 54 | Hazardous Waste | 15 |
| 55 | Custom and Usage | 15 |
| 56 | Holding Over | 15 |
| 57 | Quiet Enjoyment | 15 |
| 58 | Rehabilitation of Shopping Center | 15 |
| 59 | Landlord's Lien and Chattel Mortgage | 16 |
| 60 | Scope and Interpretation of the Agreement | 16 |
| 61 | No Representations | 16 |
| 62 | Notices | 16 |
| 63 | Section Numbers | 16 |
| 64 | Severability | 16 |
| 65 | Examination of Lease | 16 |
| 66 | Counterparts | 17 |
| 67 | Recording/Short Form Lease | 17 |
| 68 | Confidentiality | 17 |

# LEASE AGREEMENT

NOTE: See **FACE PAGE** for the definition of certain terms used in this Lease, which **FACE PAGE** and terms are incorporated hereby in reference

## 1. PARTIES

This Lease Agreement (the "Lease") made as of the Lease Date as defined on the **FACE PAGE** is by and between **LANDLORD** (as defined on the **FACE PAGE**) and **TENANT** (as defined on the **FACE PAGE**).

## 2. RELATIONSHIP OF PARTIES

Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that **LANDLORD** shall in no event be construed or deemed to be a partner or an associate of, or be engaged in a joint venture with, **TENANT** in the conduct of its business and that **LANDLORD** shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by **TENANT** in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon **LANDLORD** any interest in the business of the **TENANT**. The relationship of the **LANDLORD** and **TENANT**, their successors and assigns, during the term of this Lease shall at all times be solely that of a landlord and a tenant. It is further expressly understood and agreed that **LANDLORD** and **TENANT** may by written agreement alter, amend, modify, revoke or rescind this Lease or any covenant herein contained.

## 3. DEMISED PREMISES

**LANDLORD** hereby demises unto **TENANT** and **TENANT** hereby leases from **LANDLORD**, for the term and specifically upon the terms and conditions set forth in this Lease, the premises described on the **FACE PAGE** which are located in the shopping center described on the **FACE PAGE** (the "Shopping Center"), in the City and State described on the **FACE PAGE**, which premises consists of an area of the approximate square feet in a one story building described on the **FACE PAGE** (the "Demised Premises"). The boundaries and location of the Shopping Center are outlined in green and the boundaries and location of the Demised Premises are outlined in red on the site plan attached hereto as **EXHIBIT "A"** (the "Site Plan"). The purpose of the Site Plan is to show approximate location of the Demised Premises. **LANDLORD** reserves the right at any time to relocate or remove the various buildings, landscaping, drives, accesses and automobile parking areas of the Shopping Center, to dedicate or otherwise convey for public use or for the provision of utilities portions of the common areas of the Shopping Center, and to erect both temporary and permanent buildings and kiosks within the common areas of the Shopping Center and to change the location of the various tenants within the buildings as originally located or later relocated. **LANDLORD** may, as it shall from time to time see fit, modify, expand, decrease or alienate portions of the parking area (which in this sentence shall be construed to include the pavements, curbs, gutters, parking lot lighting and drainage systems, walls, fences, easements, landscaping, access driveways, footways and other passageways) by erecting on said parking area store buildings or other structures or improvements of any kind, including but not limited to, extensions to buildings now shown on the site plan, so long as the said parking area built on or otherwise improved shall not, in the aggregate, reduce the ratio of parking area to gross leasable floor area in the Shopping Center to less than 3 spaces for every 1,000 square feet of gross leasable floor area. **LANDLORD** may, in its discretion, construct double-deck or multi-level parking facilities and, if so constructed, all parking area provided thereby shall be included in computing said ratios. Notwithstanding anything to the contrary in this Lease, parking facilities, which comply with all applicable zoning laws or such other governmental rules or regulations in effect from time to time shall be deemed adequate for purposes of this Lease.

## 4. POSSESSION

**LANDLORD** agrees that, upon the date of delivery of possession to the **TENANT**, the Demised Premises shall, except for such work as may be required to be performed by **TENANT**, be free of all violations, orders or notices of violations of all public authorities which would directly prohibit **TENANT** from conducting its business.

By virtue of occupying the Demised Premises, or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractor(s) or agents, **TENANT** shall conclusively be deemed to have accepted the Demised Premises "as is" and to have acknowledged that the Demised Premises are in the condition as required by this Lease, except only and specifically as to any latent defects or latent omissions, if any, in the **LANDLORD'S** construction.

## 5. USE

**TENANT** shall use and occupy the Demised Premises solely and exclusively for the conduct of **TENANT'S** business as described on the **FACE PAGE** and solely and exclusively under the name as defined on the **FACE PAGE** and under no other name except such as may be first approved by **LANDLORD** in writing. The Demised Premises may never be used at any time for residence purposes or overnight lodging.

## 6. OPERATION OF BUSINESS

**TENANT** shall (a), except when, and to the extent that, the Demised Premises may be untenantable by reason of damage by fire or other casualty continuously and uninterruptedly use, occupy, operate and conduct its business during the hours of operation as defined on the **FACE PAGE**; (b) adequately staff its store with sufficient employees to handle the maximum business which might be conducted in the Demised Premises and carry sufficient stock of seasonal merchandise to accomplish the same; and (c) make reference by name to the whole Shopping Center as defined on the **FACE PAGE** in designating the location of the Demised Premises in all newspaper or other advertising, stationery or other printed material and all other reference to the location of the Demised Premises.

## 7. TERM

The original term of this Lease shall be for a period as defined on the **FACE PAGE** of this Lease and from the "Commencement Date" hereafter provided unless sooner terminated hereby. Said term, and **TENANT'S** obligation to pay rent shall commence on the date as defined on the **FACE PAGE.** In the event the expiration of the thirty (30) day period does not occur on the first day of the month or **TENANT** shall have opened the Demised Premises for business on a day other than the first day of the month, then the term shall commence on the first day of the month next succeeding, but all other terms and conditions of this Lease shall be effective as if the term did commence on such prior date; and **TENANT** shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first day of the month when the term commences; and thereafter the rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease.

## 8. BASE RENT

For the first Lease year, in addition to additional rent, as herein provided, **TENANT** shall pay **LANDLORD** as base rent for the Demised Premises the sum as defined and set forth on the **FACE PAGE** per year. The base rent shall be payable in equal monthly installments as defined and set forth on the **FACE PAGE** and **SHALL BE PAID IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

The annual base rent shall be increased each Lease year by an amount to be determined by multiplying the annual base rent paid for the previous Lease year by a percentage as defined and set forth on the **FACE PAGE.**

## 9. ADDITIONAL RENT

In addition to the foregoing annual base rent, all other payments to be made by **TENANT** under this Lease shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and shall be due and payable on demand or together with the next succeeding installment of annual base rent, whichever shall first occur; and **LANDLORD** shall have the same remedies for failure to pay the same as for a non-payment of annual base rent. **LANDLORD,** at its election, shall have the right, but not the obligation to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of **TENANT** to perform any of the provisions of this Lease or cure any violation of any covenant, undertaking or agreement herein and in the event **LANDLORD** shall, at its election, pay such sums or do such acts, **TENANT** agrees to pay **LANDLORD,** upon demand, all such sums and the sums so paid by **LANDLORD,** shall be deemed additional rent.

If **TENANT** shall fail to make payment of annual base rent or additional rent due hereunder within five (5) days of its due date, **TENANT** shall automatically be assessed in addition to all other charges specified herein, a late charge as defined on the **FACE PAGE** to the extent permitted by law for each month or portion thereof that said payment shall be delinquent.

## 10. ADVANCE RENTAL

**LANDLORD** acknowledges receipt from **TENANT** an amount equal to the annual base rent and additional rent for the first full calendar month of the term hereof as advance rental. If **TENANT** is in compliance with all of the terms, covenants and conditions of this Lease, the aforesaid advance rental shall be credited against the first rental payment due hereunder; otherwise, **LANDLORD** shall have the right to use, apply or retain the whole or any part of the advance rental to the extent required for the payment of any annual base rent and additional rent or any other sums due **LANDLORD** hereunder; including any sums which **LANDLORD** may expend or may be required to expend by reason of **TENANT'S** failure to observe or comply with any of the terms, covenants and conditions of this Lease. In the event that **LANDLORD** should sell or otherwise transfer or assign its interest in the Shopping Center or the Demised Premises prior to crediting the advance rental, **LANDLORD** may deliver the advance rental to the purchaser or other assignee or transferee of **LANDLORD'S** interest, in which event **LANDLORD** shall be discharged from any further liability with respect to such advance rental. **TENANT** agrees that said advance rental shall be forfeited if **TENANT** does not open for business as required herein. No interest shall be paid or payable on the advance rental.

## 11. TIME AND PLACE OF PAYMENT

**TENANT** shall promptly pay all rentals and other sums due hereunder, without set off or deduction and render all statements herein to **CARRIAGE TOWNE, LLC, RENT CONTROL CLERK, POST OFFICE BOX 161049, MOBILE, ALABAMA 36616-1306,** or at such other place as may be designated from time to time by **LANDLORD** in writing. All payments due under this Lease shall be made by check, cashier's check, certified check or money order; all payments shall be received subject to clearance. Should any check be returned to **LANDLORD** by **TENANT'S** bank for reason of non-sufficient funds, then, in addition to **LANDLORD'S** other rights and remedies therefor, **TENANT** shall from and after such time deliver all payments by cashier's check, certified check or money order.

## 12. FAILURE TO OPEN OR TO CONDUCT BUSINESS

Should **TENANT** have failed to open the Demised Premises for business at the conclusion of ninety (90) days following the Commencement Date then **LANDLORD,** in addition to all other rights and remedies provided in this Lease in case of default, shall have the right to require specific performance by **TENANT,** or to cancel or to terminate this Lease reserving all rights for damages suffered by reason of such default.

## 13. ACCORD AND SATISFACTION

No payment by **TENANT** or receipt by **LANDLORD** of a lesser amount than the installments of annual base rent and additional rent herein stipulated shall be deemed to be other than on account of the earliest rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rents be deemed an accord and satisfaction, and **LANDLORD** may accept such check

or payment without prejudice to **LANDLORD'S** right to receive the balance of such rents or pursue any other remedy in this Lease provided.

## 14. OPERATION AND MAINTENANCE OF COMMON AREAS

**LANDLORD** shall at its own expense (subject to the reimbursement provisions set forth in Section 16) operate and maintain the common areas and common facilities of the areas of the Shopping Center owned by it and/or that it may be required to maintain by agreement. **LANDLORD** shall maintain as common areas the parking lots within the areas of the Shopping Center shown upon **EXHIBIT "A"** for the nonexclusive use (in common with such other as **LANDLORD**) of **TENANT**, its agents, employees and customers for vehicle parking; provided, however, that such use shall be subject to the provisions of Section 15 and provided further that **LANDLORD** may, as it shall from time to time see fit, modify the parking area (which in this sentence shall be construed to include the pavements, curbs, gutters, parking lot lighting and drainage systems, walls, fences, easements, landscaping, access driveways, footways and other passageways) by erecting on said parking area, store buildings or other structures or improvements of any kind, including but not limited to, extensions to buildings now shown on said plat, so long as the said parking area built on or otherwise improved shall not, in the aggregate, reduce the ratio of parking area to gross leasable ground floor area in the Shopping Center to less than 2 to 1 plus at least a ratio of parking area to gross leasable floor area for each floor of a building other than ground floor of 1.5 to 1; provided, however, such ratios shall not apply to a highrise office, motel or hotel. **LANDLORD** may, in its discretion, construct double-deck or multi-level parking facilities, and if so constructed, all parking area provided thereby shall be included in computing said ratios. Notwithstanding anything to the contrary in this Lease, parking facilities, which comply with all applicable zoning laws shall be deemed adequate for purposes of this Lease.

## 15. CONTROL OF COMMON AREA BY LANDLORD

All parking areas, access roads and facilities which may be furnished by **LANDLORD** in or at the Shopping Center, including employee parking areas, truck way or ways, driveways, loading docks and areas, delivery passages, package pick-up stations, sidewalks, malls, courts and ramps, landscaped and planting areas, retaining walls, stairways, bus stops, first aid stations, comfort stations, lighting facilities, signs, music program service, if any, and all other areas and improvements for the general use, in common, of tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control and management of **LANDLORD**, (provided, however, **LANDLORD** may delegate, assign, or subcontract its rights and obligations, in whole or in part, under this section to a tenant or tenants or third parties) and **LANDLORD** shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this section. **LANDLORD** shall have the right to construct, maintain, and operate lighting facilities on all said areas and improvements and shall have the right to police same. **LANDLORD** shall have the right from time to time to change the location and arrangement of the parking areas, and other facilities referred to in this Section. To change truck routes to such extent as **LANDLORD** may desire provided that the Demised Premises are adequately served by the new route; to establish or designate employee parking areas and to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and from time to time change the level of parking surfaces; to close all or any portion of said areas or facilities to such extent as may, in the opinion of **LANDLORD'S** counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; to dedicate or to convey property for public utility, or drainage use; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, **LANDLORD** shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers.

## 16. COMMON AREA MAINTENANCE AND MANAGEMENT CHARGE

**TENANT** shall pay **LANDLORD**, as additional rental, a common area maintenance charge which shall be the greater of (a) **TENANT'S** prorata share of the total cost of operating and maintaining the common area and facilities of the Shopping Center, or (b) a minimum charge as defined on the **FACE PAGE** per square foot of **TENANT'S** Demised Premises per year, which minimum charge shall not be refundable but shall be credited against **TENANT'S** prorata share of the aforementioned total cost. The amount of **TENANT'S** minimum charge and the amount of **TENANT'S** prorata share of the aforementioned total cost shall be computed by using the fraction described in Section 20 hereof. Initially **TENANT'S** minimum charge shall be as defined and set forth on the **FACE PAGE** Dollars per year, which shall be as defined and set forth on the **FACE PAGE** Dollars per month.

**TENANT** shall pay the common area maintenance charge to **LANDLORD** in (12) twelve equal monthly installments, which **SHALL BE PAID IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

The total cost of operating, repairing, replacing and maintaining the common areas and facilities of the Shopping Center shall include, but shall not be limited to, the following: costs and expenses of the exterior of the buildings in the Shopping Center (excluding thereof and structural members of the building) gardening and landscaping, retention ponds, pest control, fertilizing, mulching, sprinkler system, wells, pumps, fountains, filtration, lighting, cleaning, painting, striping, policing security, removing garbage and other refuse and trash, removing snow, repairing, maintaining and replacing equipment of the Shopping Center, inspecting the equipment of the Shopping Center, renting and providing loudspeaker systems, renting and providing music programs, paving and maintaining the parking area and walkways, cutting and caring for the lawns and garden areas, cleaning ditches and adjacent areas, administrative costs, and costs and expenses, including salaries, of furnishing or rendering any of the facilities and or service as provided in Sections 14 and 15. It is understood that all of the costs and expenses of operating, and maintaining the common areas and facilities of the Shopping Center shall be considered in determining **TENANT'S** prorata share of such total cost, regardless of whether **TENANT** is directly benefitted by any such cost or expense. **LANDLORD** shall have the right from time to time at the intervals to be selected by **LANDLORD** to compute and adjust the total cost of operating and maintaining the common area's and facility of the Shopping Center and after **TENANT** is notified in writing of any such computation or adjustment **TENANT'S** prorata share shall be computed on the basis thereof.

## 17. USE OF ADDITIONAL AREAS

The use and occupation by **TENANT** of the Demised Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on

**EXHIBIT "A"** and other facilities as may be designated from time to time by **LANDLORD**, subject however to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by **LANDLORD**.

## 18. UTILITY CHARGES

**LANDLORD** shall, at its sole expense, arrange for the entry and connection of all necessary utility service to the Demised Premises, but shall not be required to pay any connection, "hook-up" or meter charge, or impact fees charged due to **TENANT'S** proposed usage of the Demised Premises. **TENANT** shall pay for all water fees, sprinkler system water fees, sewage service charges, fuels, electricity, steam and gas used in or at the Demised Premises for any purpose. In no event shall **LANDLORD** be liable for an interruption or failure in the supply of such utilities to the Demised Premises. If **LANDLORD** is billed direct for sprinkler system water fees or any other utility fees, **TENANT** in turn will be billed by **LANDLORD** on a prorata basis using the fraction as set out in Section 20 hereof on an actual cost basis. This fee will be due and payable within ten (10) days of receipt of invoice from **LANDLORD**.

## 19. TAXES ON OR IN RESPECT OF RENTALS

**TENANT** shall pay all rent taxes applicable to all rent and in the event of the enactment, adoption or enforcement by any governmental authority (including the United States, any state and any political or governmental subdivision) of any assessment, levy or tax, whether sales use or otherwise, on or in respect of the rentals and charges set forth herein, or on or in respect of the right to lease, use or occupy the Shopping Center and/or the Demised Premises. **TENANT** shall pay such assessment, levy or tax to **LANDLORD**, or, at **LANDLORD'S** option, **TENANT** shall pay such assessment, levy or tax directly to the governmental authority. If such assessment, levy or tax is imposed upon or in respect of all of the rentals derived from the Shopping Center, or is imposed on or in respect of the Shopping Center as a whole, or imposed on or in respect of the right to lease, use or occupy the Shopping Center as a whole, **TENANT** shall pay to **LANDLORD** its prorata share of such assessment, levy or tax. **TENANT'S** share shall be determined by using the fraction described in Section 20 hereof. Notwithstanding the foregoing, this Section shall not impose upon **TENANT** the obligation to reimburse **LANDLORD** for any income, gift, inheritance, or estate tax as such taxes are now structured and imposed. Initially, **TENANT'S** payment of the rent tax on rental shall be as defined on the **FACE PAGE** per year, which shall be as defined on the **FACE PAGE** per month **PAYABLE IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

## 20. PROPERTY TAXES

**TENANT** shall pay its prorata share of all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against **LANDLORD** in respect of the land and improvements in the Shopping Center. **TENANT'S** prorata share of the aforesaid total taxes shall be the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the Demised Premises and the denominator of which shall be the square foot area of the Shopping Center improvements exclusive of areas which are ground leased. If the term of this Lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this Lease.

At **LANDLORD'S** election which may be made and changed from time to time, **TENANT** shall pay its prorata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against **LANDLORD** in respect thereof, shall at **LANDLORD'S** election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate, projection or other statement in writing by the taxing authority. **TENANT'S** prorata share of such taxes shall be determined as provided in the preceding paragraph. If **LANDLORD** elects to require **TENANT** to pay its prorata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and **TENANT'S** prorata share thereof, can be determined; and **TENANT** shall pay any deficiency with ten (10) days after receipt of written notice.

**TENANT'S** prorata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this Lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, **TENANT'S** prorata share and **TENANT'S** payments shall be appropriately increased. Initially, **TENANT'S** prorata share of aforementioned taxes shall be as defined and set forth on the **FACE PAGE** per year, which shall be as defined on and set forth on the **FACE PAGE** per month **PAYABLE IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

## 21. INSURANCE PREMIUMS

**TENANT** shall pay its prorata share of all premiums for fire insurance, extended coverage insurance, liability insurance, "other perils" insurance, and any other insurance carried by **LANDLORD** on or with respect to the Shopping Center. **TENANT'S** prorata share of said insurance premiums shall be determined by multiplying the premiums by the same fraction described in Section 20 hereof. At **LANDLORD'S** election, which may be made and changed from time to time, **TENANT'S** prorata share shall be paid in full in equal monthly installments during the period of time covered by the premiums. If the term of this Lease shall begin and/or terminate at a time other than the beginning (or ending, as the case may be) of an insurance policy year, a proper apportionment of said insurance premiums for the year shall be made to cover the fraction of a year included within the term of this Lease. **TENANT'S** prorata share of the insurance premiums, regardless of the manner in which they are to be paid, shall be deemed to be additional rental due under this Lease. If the premiums should increase at anytime, **TENANT'S** prorata share and **TENANT'S** payments shall be appropriately adjusted.

If there should ever be any additional or extra premium for fire insurance, extended coverage insurance, liability insurance, "other perils" insurance, and any other insurance carried by **LANDLORD** on or with respect to the Shopping Center, and if the additional or extra premium results from articles which are kept, used, sold or offered for sale by **TENANT**, or results from any activity which is carried on or conducted by **TENANT**, then at **LANDLORD'S** election which may be made and changed from time to time **TENANT** shall pay to **LANDLORD** the full amount of the additional or extra premium regardless of whether **LANDLORD** has given its consent with respect to any particular article or activity. The additional or extra premium shall be paid in the same manner in which **TENANT'S** prorata share of the other premiums is to be paid and shall be considered additional rental under this agreement. Whether any additional or extra premium is

charged and if so, the amount thereof, shall be determined from the bills, rate schedules, letters or other written statements of the insurance company charging the additional or extra premiums.

Initially, **TENANT'S** prorata share of aforementioned insurance shall be as defined and set forth on the **FACE PAGE** per year, which shall be as defined and set forth on the **FACE PAGE** per month **PAYABLE IN ADVANCE ON OR BEFORE THE FIRST DAY OF EACH MONTH.**

## 22. TENANT'S LIABILITY AND CASUALTY INSURANCE

**TENANT** shall, during the entire term hereof, keep in full force and effect (a) a policy of liability insurance which shall include personal injury, property damage, and personal injury liability insurance with respect to the Demised Premises and the business operated by **TENANT** and any subtenant or assignee of **TENANT** in the Demised Premises, in which the limits of liability shall not be less than that which is provided by a $1,000,000 combined single limit policy, on a per occurrence basis for damages resulting from bodily injury or death, personal injury and property damage with the employee exclusion deleted, (b) a policy of fire and casualty insurance in an amount equal to the full value of the leasehold improvements to the Demised Premises and (c) a policy of fire and casualty insurance in an amount equal to the full value of **TENANT'S** trade fixture and inventory. **LANDLORD** shall be designated as an additional named insured with respect to the policy of liability insurance and the policy of fire and casualty insurance on the leasehold improvements with each such insurance company and the terms of each such policy approved by **LANDLORD** and with each such insurance company agreeing to give notice to **LANDLORD**, by notifying both **LANDLORD** and its managing agents, at least thirty (30) days in advance of any cancellation or any change in coverage. **TENANT** will furnish to **LANDLORD** at least (30) thirty days before **TENANT** opens for business and thirty (30) days before expiration or termination of any such policy, copies of policies or certificate of insurance evidencing such policy of liability insurance and such policy of fire and casualty insurance on the leasehold improvements.

## 23. INDEMNIFICATION OF LANDLORD

**TENANT** will indemnify **LANDLORD** and save it harmless from and against any and all claims, actions, loss, cost (including attorney's fees), damages, expenses, and liability (including statutory liability and liability under workmen's compensation laws) in connection with loss of life, personal injury and/or damage to property arising from or growing out of (a) any occurrence in, upon or at the Demised Premises, or the occupancy or use by **TENANT** of the Demised Premises or any part thereof and (b) any activities of **TENANT** in the Shopping Center which are occasioned wholly or in part by any act or omission of **TENANT, TENANT'S** partners, agents, contractors, subcontractor, invitees, customers employees, servants, lessees or concessionaires. In case **LANDLORD** shall without fault on its part, be made a party to any litigation commenced by or against **TENANT** then **TENANT** shall protect and hold **LANDLORD** harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by **LANDLORD** in connection with such litigation. As used in this indemnification provision, the term "Demised Premises" shall include the entire sidewalk in front of the Demised Premises, extending to the outer edge of the sidewalk and shall include all loading areas used by **TENANT** or used for the benefit of **TENANT'S** business.

## 24. LOSS AND DAMAGE

**LANDLORD** shall not be liable for any damage to property of **TENANT** or of others entrusted to **TENANT** or to employees of **TENANT**, nor for the loss of or damage to any property of **TENANT** or of others by theft or otherwise. **LANDLORD** shall not be liable for any injury (including death) or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. **LANDLORD** shall not be liable for any such damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public work. **LANDLORD** shall not be liable to **TENANT** for any latent defect in the Demised Premises or in the building of which they form a part. All property of **TENANT** kept or stored on the Demised Premises shall be so kept or stored at the risk of **TENANT** only, and **TENANT** shall hold **LANDLORD** harmless from any claims arising out of damage to the same, including subrogation claims by **TENANT'S** insurance carriers.

## 25. TENANT'S RIGHT TO MAKE ALTERATIONS

**TENANT** covenants and agrees that it shall not make any alterations, improvements or additions to or upon the Demised Premises during the term of this Lease or any extension hereof, if any, without first obtaining the prior, specific written consent of **LANDLORD** on reasonable written notice to **LANDLORD. TENANT** shall not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the Demised Premises without first obtaining the prior, specific written consent of **LANDLORD** on reasonable prior written notice to **LANDLORD.** All alterations, improvements and additions made by **TENANT** as aforesaid shall remain upon the Demised Premises at the expiration or earlier termination of this Lease and shall become the property of **LANDLORD** upon installation, unless **LANDLORD** shall prior to the termination of this Lease have given written notice and direction to **TENANT** to remove the same at **TENANT'S** sole cost and expense in which event **TENANT** shall at its expense remove such alterations, improvements and additions and restore the Demised Premises to the same good working order and condition in which it was at the commencement of the lease term. Should **TENANT** fail so to do, **LANDLORD** may do so, at **LANDLORD'S** option, collecting in such instance the cost and expense thereof from the **TENANT** as additional rent.

## 26. LANDLORD'S RIGHT TO MAKE ALTERATIONS

**LANDLORD** hereby reserves the right at any time to make alterations or additions to, and to build additional stories on the building in which the Demised Premises are contained and to build adjoining the same. **LANDLORD** also reserves the right to construct and remove other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and to construct double-deck or elevated parking facilities. **LANDLORD** further reserves the right to enter and use the Demised Premises and adjacent property for the purpose of installing, repairing and removing wiring, piping, ducts and conduits for service or performing other work related to such construction, alteration, or addition to the Demised Premises or other buildings in the Shopping Center, provided that **LANDLORD** shall not unreasonably interfere with the use of the Demised Premises by **TENANT.**

## 27. TRADE FIXTURES

All trade fixtures installed by **TENANT** in the Demised Premises shall remain the property of **TENANT** and shall be removable at the expiration or earlier termination of this Lease or any renewal or extension thereof provided **TENANT** shall not at such time be in default under any covenant or agreement contained in this Lease, and provided, further, that in the event of such removal **TENANT** shall promptly and fully restore the Demised Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall be and become the property of **LANDLORD**. All lighting fixtures, air conditioning equipment, electrical and plumbing installations, ceiling and ceiling support systems, the store front and demising and interior partitions, whether or not installed by **TENANT**, shall not be considered trade fixtures and shall not be removable by **TENANT** at the expiration or earlier termination of this Lease or at the expiration of any renewal or extension thereof and shall become the property of **LANDLORD**.

## 28. AFFIRMATIVE COVENANTS OF TENANT

**TENANT** agrees:

(a) To comply with any and all requirements of any of the constituted public authorities having, or purporting to have, jurisdiction and with the terms of any State, Federal, or local statute, ordinance, or regulation applicable to **TENANT** or its use of the Demised Premises and to save and hold **LANDLORD** harmless from and by these terms to indemnify **LANDLORD** for any and all penalties, fines, costs, expenses or damages, including, without limitation **LANDLORD'S** attorney's fees resulting from **TENANT'S** failure to do so;

(b) To give **LANDLORD** prompt written, full, complete, and specific notice of any accident, fire, damage, or injury whatsoever occurring in, on or to the Demised Premises;

(c) That all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by **LANDLORD** and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded;

(d) To keep all garbage and refuse in the kind of container specified by **LANDLORD** and to place the same outside of the Demised Premises prepared for collection in the manner and at the times and places specified by **LANDLORD** in accordance with all regulations of the public authorities having, or purporting to have, jurisdiction, and **TENANT** shall pay the cost of removal of any of **TENANT'S** garbage and refuse;

(e) To keep the exterior areas immediately adjoining the Demised Premises i.e. sidewalks, loading ramps, and service areas clean and free from dirt and garbage, trash, paper and all other refuse by **TENANT** to the satisfaction of **LANDLORD**. **TENANT** shall not burn any rubbish or place or permit any obstruction or merchandise in such areas;

(f) To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors; and **TENANT** shall use at **TENANT'S** cost a qualified pest extermination contractor, whose services shall be scheduled so as not to unreasonably interfere with the operation of the Shopping Center, but on a frequency sufficient to keep the Demised Premises free of controllable insects, vermin, pests, etc.;

(g) To require **TENANT'S** employees to park their cars only in those portions of the parking area designated for that purpose by **LANDLORD** and that, if **TENANT** or **TENANT'S** principals or employees violate this provision, **TENANT** shall pay **LANDLORD** $10.00 per day per car in each such instance;

(h) To keep **TENANT'S** display windows, including window or shadow boxes, in or on the Demised Premises dressed and illuminated and its signs and exterior lights well lighted at all times during the term of this Lease during **TENANT'S** hours of operation as provided and defined on the **FACE PAGE** and to keep the Demised Premises open for business during **TENANT'S** hours of operation, and for such additional hours as may become the standard as maintained by a majority of the tenants of the Shopping Center;

(i) To conduct its business in the Demised Premises in all respects in a dignified manner and to help establish and maintain a good reputation for the whole Shopping Center;

(j) To comply with all reasonable rules and regulations of **LANDLORD** in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by **LANDLORD**, which **LANDLORD** in its sole discretion shall deem necessary or appropriate in connection with the Demised Premises, the building(s) of which the Shopping Center, including, without limitation, the installation of such fire extinguishers and other safety equipment as **LANDLORD** may reasonably require;

k) To warehouse, store and/or stock in the Demised Premises only such goods, wares and merchandise as **TENANT** intends to offer for sale at retail at, in, from or upon the Demised Premises (but that the foregoing shall not preclude occasional transfers of merchandise to the other stores of **TENANT**, if any, not located in the Shopping Center) and that **TENANT** shall use for office clerical or other non-selling purposes only such limited space in the Demised Premises as is from time to time then reasonably required for **TENANT'S** business in the Demised Premises;

(l) To be responsible for and to pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned or placed in, upon or about the Demised Premises by the **TENANT**;

(m) To comply fully with all fire and safety codes, rules and regulations, in effect from time to time during the term of this Lease of the public authorities having, or purporting to have, jurisdiction and to install, keep and maintain at **TENANT'S** cost and expense any and all systems, equipment, and the like or differing required by any of the same;

(n) To use **TENANT'S** plumbing facilities for no other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by **TENANT**, who shall, or whose employees, agents or invitees may have caused such breakage, stoppage, etc;

(o) **TENANT** shall service, repair and keep clean of grease, all ventilation systems serving the Demised Premises;

(p) **TENANT** shall, if the Demised Premises are equipped with air conditioning and heating facilities separate from those in the remainder of the Shopping Center, keep the Demised Premises at a temperature commensurate with similar stores in the Shopping Center or the common enclosed areas and sufficiently high to prevent freezing of water and sprinkler pipes and plumbing fixtures;

(q) **TENANT** shall at all times keep, maintain and replace, at **TENANT'S** sole expense not to be reimbursed by **LANDLORD**, the interior of the Demised Premises in good working order, condition and repair including reasonable periodic painting as determined by **LANDLORD** together with all fixtures and all electrical, plumbing, heat, air conditioning (including maintenance of the air conditioning and heating systems every two months by a licensed air conditioning contractor) and all other mechanical and other installations therein, all doors, and all plate glass and door and window glass using materials and labor of kind and quality equal to or better than the original work. Except only and solely as specifically provided in any, if any, written attachment to this Lease signed by **LANDLORD, LANDLORD** shall have no obligation to repair, maintain, alter or modify in any respect whatsoever the Demised Premises, or any part or portion thereof or any plumbing, heating, electrical, air conditioning or other mechanical or other installation therein. However, if **TENANT** fails to replace any damaged or broken glass, **LANDLORD** shall have the right to do so at the expense of the **TENANT. TENANT** shall surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only and solely deterioration caused by mere ordinary wear and tear and damage by fire or other casualty of the kind actually insured against by **TENANT** in standard policies of fire insurance with extended coverage. **TENANT** shall surrender all keys for the Demised Premises to **LANDLORD** at the place then fixed for the payment of rent and shall inform **LANDLORD** of all combinations on locks, safes and vaults, if any, in the Demised Premises;

(r) **TENANT** shall forthwith pay all liens of contractors, sub-contractors, mechanics, laborers, and materialmen and all other items of like character and that **TENANT** does hereby indemnify **LANDLORD** against all legal costs and charges, bond premiums for release of liens, including all attorney's fees of **LANDLORD** incurred in and about the prosecution or defense of any suit in discharging the Demised Premises and, alternatively, the Shopping Center or any part or portion thereof from any liens, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by **TENANT** and that all the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent; and

(s) **TENANT** shall not have any authority to create any liens for labor or material on or against the **LANDLORD'S** interest in the Demised Premises or the Shopping Center and all persons contracting with **TENANT** for the destruction or the removal of any building or for the erection, installation, alteration, or repair of any building or other improvements in, on or to the Demised Premises; and all materialmen, contractors, sub-contractors, mechanics and laborers are hereby charged with notice that they must look solely and only to **TENANT'S** interests in the Demised Premises to secure the payment of any bill for work done or material furnished during the rental period created by this Lease and, specifically, not to the **LANDLORD** or the **LANDLORD'S** interest. **TENANT** agrees that it will include the language of this paragraph in any contract or agreement for any work done for **TENANT** in the Demised Premises.

**29. NEGATIVE COVENANTS OF TENANT**

**TENANT** agrees that it will not do any of the following without the express, specific prior consent in writing of the **LANDLORD:**

(a) Use or operate any machinery or equipment that, in **LANDLORD'S** opinion, is harmful to the building or disturbing to other tenants in the building or the Shopping Center of which the Demised Premises is a part; nor shall **TENANT** use any loudspeakers, televisions, phonographs, radios or other like or differing devices in a manner so as to be heard or seen outside of the Demised Premises, nor use or permit to be used, the sidewalks adjacent to the Demised Premises, or any other premises outside of the Demised Premises for the sale or display of any merchandise or for any other business occupation or undertaking;

(b) Keep, use, sell, or offer for sale in or upon the Demised Premises any article which may be prohibited by law, ordinance or governmental regulation or by the standard form of insurance policy which affords insurance coverage to **LANDLORD** with respect to the Shopping Center;

(c) Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof or on the building or Shopping Center of which the Demised Premises is a part shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when **TENANT** received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of **LANDLORD** hereunder **TENANT** agrees to pay to **LANDLORD** as additional rent any and all increase or increases or premiums on insurance carried by **LANDLORD** on the Demised Premises, or any part thereof and on the building and Shopping Center of which the Demised Premises is a part, caused in any way by the occupancy or use of **TENANT;**

(d) Commit or suffer to be committed any waste upon the Demised Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Demised Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Shopping Center;

(e) Allow any cuts or penetration in the roof, canopy or walls of the Demised Premises; **TENANT** being responsible for the cost of repairs to the roof, canopy or walls because of openings, cuts or roof penetrations by **TENANT** or **TENANT'S** contractors even though **TENANT** first obtained **LANDLORD'S** prior written consent thereto;

(f) Attach any antenna or other projections to the roof or the outside walls of the Demised Premises of the building or Shopping Center of which the Demised Premises is a part.

(g) Erect or maintain an awning or other device protecting against the sun or the elements; however, **TENANT** agrees, upon obtaining prior written consent of **LANDLORD** as to such erection or maintenance that it will at its own expense keep such awning or device in good condition and repair and that it will replace or recover the same whenever in **LANDLORD'S** opinion, it shall become shabby or unattractive in appearance;

(h) Paint or decorate any part of the exterior of the Demised Premises and **TENANT** agrees to remove promptly upon order of **LANDLORD** any paint or any such decoration which has been applied to or installed upon the exterior of the Demised Premises or to take such other action with reference thereto as **LANDLORD** may direct;

(i) Conduct any auction, fire, bankruptcy, liquidation, going-out-of-business, selling-out or like sale in, on or about the Demised Premises;

(j) Execute or deliver any security agreement or financing statement or otherwise create any security interest in any trade fixtures, fixtures or equipment or other property placed in or on the Demised Premises at any time;

(k) Solicit business or distribute any handbills or other advertising matter in the common areas of the Shopping Center including, without limitation, sidewalks, pedestrian walkways, and parking areas and lots; or

(l) Operate a pool room, an arcade, vending machines, pinball machines, or electronic games or similar devices, or operate a massage parlor, a store dealing in sexually oriented material or entertainment, a store selling or permitting the use of illegal drugs or drug paraphernalia, within the Demised Premises.

**30. SIGNS**

**TENANT** will not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of which the Demised Premises are a part, or inside the Demised Premises if visible from the outside, without first obtaining **LANDLORD'S** prior written approval thereof. In the event **TENANT** installs such signage without said approval, **LANDLORD** reserves the right to enter the Demised Premises and remove such signage immediately without thereby being liable for trespass or conversion. **TENANT** further agrees to maintain such sign, lettering, etc., as may be approved in good condition and repair at all times. **TENANT** agrees to install a fascia sign and an under canopy sign in accordance with the criteria set forth in the attached **EXHIBIT "D", SIGN CRITERIA** prior to **TENANT** opening for business and **LANDLORD** and **TENANT** agree that **TENANT'S** signs will comply with such sign criteria, and **TENANT** agrees that it will have such a sign prepared and installed at **TENANT'S** expense.

**31. PERFORMANCE OF TENANT'S COVENANTS**

**TENANT** covenants and agrees that it shall timely and fully perform all agreements and covenants herein expressed on its part to be performed, that it shall, promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice, and that, if **TENANT** shall not comply with such notice to the satisfaction of **LANDLORD** within forty-eight (48) hours after delivery thereof (or if such compliance cannot reasonably be completed within forty-eight (48) hours, if **TENANT** shall not commence to comply within such period and thereafter in good faith expeditiously proceed to completion with all due diligence) **LANDLORD** may, at its option, do or cause to be done any or all of the things specified in said notice and in so doing **LANDLORD** shall have the right to cause its agents, employees and contractors to enter upon the Demised Premises and in such event shall have no liability whatsoever to **TENANT** for any loss or damage resulting in any way or manner whatsoever from such action; and **TENANT** agrees to pay promptly upon demand any expense whatsoever incurred by **LANDLORD** in taking such action, any such sum to be collectible from **TENANT** as additional rent hereunder.

**32. RIGHTS OF LANDLORD**

**LANDLORD** reserves, without limitation to any and all of **LANDLORD'S** other rights under this Lease, the following rights with respect to the Demised Premises:

At all reasonable times whether or not during **TENANT'S** hours of operation and from time to time, by itself or its duly authorized agents or designees to go upon and inspect the Demised Premises, and every part thereof, and at its option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises is a part.

To display a **"FOR LEASE"** or other sign at any time and from time to time after notice from either party, whether express or implied by conduct, of intention to terminate this Lease, or any time within six (6) months prior to the expiration of the term of this Lease, except on display windows or on door or doors leading into the Demised Premises. Prospective tenants authorized by **LANDLORD** may inspect the Demised Premises at all reasonable hours at any time and from time to time whether or not during **TENANT'S** hours of operation.

To install or place upon or affix to the roof and exterior walls of the Demised Premises equipment, signs, displays, antenna, and any other object(s) or structure(s) of any kind or sort, provided only and solely that the same shall not materially impair the structural integrity of the building or interfere directly with **TENANT'S** occupancy.

## 33. RESPONSIBILITIES OF LANDLORD

**LANDLORD** shall maintain the roof, downspouts, exterior wall and wall area. In the event any repairs become necessary to the structural portions of the roof, exterior walls, or foundations of the Demised Premises, or sidewalks adjacent to said Demised Premises, during the term of this Lease, then, upon written notice from **TENANT** to **LANDLORD** stating the necessity therefor and the nature thereof, **LANDLORD** with reasonable promptness and at its own expense, shall make any such necessary repairs specified in such notice. If **LANDLORD** is required to make repairs to structural portions by reason of **TENANT'S** negligent acts or omission to act, **TENANT** shall pay **LANDLORD'S** cost for making such repairs plus twenty percent (20%) for overhead. The phrase "structural portions" as above used shall not be so construed as to require **LANDLORD** to make repairs to interior surfaces of the Demised Premises unless the damage to such interior surface resulted from defects otherwise required to be kept in repair by **LANDLORD**. **LANDLORD** shall not be liable for damage to any goods or property, or injury to person (including death) caused by failure to perform any maintenance or repair which **LANDLORD** is obligated hereunder to perform unless **TENANT** shall first have notified **LANDLORD** of the need for same in writing and **LANDLORD** shall then have had a reasonable time thereafter to perform same with due diligence. **LANDLORD** shall not be responsible for maintaining and repairing window frames located in the exterior building wall.

## 34. EVENTS OF DEFAULT

The occurrence of any one or more of the following shall constitute an event of default hereunder:

Failure of **TENANT** to commence business within the time period specified in Section 7 hereof; and,

Discontinuance by **TENANT** of the continuous conduct of all or a substantial portion of its business in the Demised Premises; and,

The filing of a petition by or against **TENANT** for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of **TENANT'S** property; any reorganization or proceedings under any provisions of the Federal Bankruptcy Code; an assignment by **TENANT** for the benefit of creditors; or the taking possession of the property of **TENANT** by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of **TENANT**. If a petition in a bankruptcy or insolvency or for reorganization for the appointment of a receiver or trustee of all or a portion of the property of **TENANT** shall be filed against **TENANT** in any court, pursuant to any statute either of the United States or of any state, and if, within thirty (30) days thereafter, **TENANT** fails to secure a discharge thereof, or if **TENANT** shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if this Lease is taken under writ of execution (herein called "Act of Bankruptcy"), then **TENANT** shall be deemed in breach and default of this Lease and **LANDLORD**, in its discretion and at its election may, to the extent permitted by law, elect to cancel and terminate this Lease. If this Lease is assumed or assigned by a trustee pursuant to the provision of the Bankruptcy Reform Act of 1978 ("Bankruptcy Act") (11 USCS 1 et seq.), then the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as are required by the Bankruptcy Act (including, but not limited to, the requirements of Section 365[b][3] which require thereof adequate assurance ("Adequate Assurance") of the course of rent and other considerations due under this Lease. The assumption or assignment of this Lease will not breach substantially any provision such as a radius, location, use or exclusivity provision in any other Lease relating to the Shopping Center; and the assumption or assignment of this Lease will not disrupt substantially any tenant mix or balance in such Shopping Center. If the trustee does not cure such defaults and provide such Adequate Assurance under the Bankruptcy Act within the applicable time periods provided by the Bankruptcy Act, then this Lease shall be deemed rejected and **LANDLORD** shall have the right to immediate possession of the Demised Premises and shall be entitled to all remedies provided by the Bankruptcy Act for damages for breach and or termination of this Lease;

Failure of **TENANT** to pay when due any installment of base rent, additional rent hereunder or any other sum hereunder required to be paid by **TENANT**; and

Vacation or desertion of the Demised Premises or permitting the same to be empty and unoccupied or the failure to operate during the hours herein required; and,

**TENANT'S** removal or attempt to remove, or manifesting an intention to remove, **TENANT'S** goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied **LANDLORD** for all rent which may become due during the entire term of this Lease; and

**TENANT'S** failure to perform or abide by any other term, provision, covenant, agreement undertaking, or condition of this Lease within three (3) days after written notice and demand, unless the failure is of such a character as absolutely to require more than three (3) days to cure, in which event **TENANT'S** failure to proceed immediately, continuously, and diligently to cure fully and completely such failure shall constitute an event of default.

## 35. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT

If an event of default as provided in Section 34 occurs, then **LANDLORD**, in addition to all rights and remedies granted under the laws of as defined on the **FACE PAGE**, shall have any and all of the following rights:

To re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of **TENANT**, all without service of notice or resort to legal process and without **LANDLORD** or its agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned hereby, **TENANT** hereby absolutely waiving all claims for damages related, directly or indirectly, to any of the same; and

To terminate the Lease and re-let the Demised Premises for the account of the **LANDLORD** or within the sole discretion of **LANDLORD** the Demised Premises may be re-let for the account of the **TENANT**; and,

If any part or portion of the base rent, additional rent or payments agreed to be treated as rent shall remain due and unpaid for five (5) days next after the same shall become due and payable, **LANDLORD** shall have the option of declaring the balance of the entire unpaid rent for the entire rental term of this Lease to be accelerated and to be immediately due and payable, and **LANDLORD** may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise; and **LANDLORD** may terminate this Lease, without waiving **TENANT'S** obligation for all such accelerated rent should **TENANT** fail then to pay the balance of the entire rent for the balance of the entire rental term. For purposes of this paragraph, said balance means the entire base annual rent and additional rent for the balance of the term of this Lease plus, for each remaining year of the term of this Lease, and prorata for any part of a year, the yearly average of the percentage rent paid by the **TENANT** upon the gross receipts in the Demised Premises from the commencement of the term of this Lease to the end of the lease year next preceding the date of default in the payment of rent by **TENANT**.

**TENANT** agrees to pay all costs, whether or not otherwise considered "court costs", and expenses of collection and reasonable attorneys fees on any part of rent or sums agreed to be treated as rent that may be collected by an attorney, suit, distress, or foreclosure; and, further, in the event that **TENANT** fails promptly and fully to perform and comply with each and every term, provision, covenant, agreement, undertaking, or condition under this Lease or upon the occurrence of an event of default, and the matter is turned over to **LANDLORD'S** attorney **TENANT** shall pay **LANDLORD'S** reasonable attorney's fees plus costs where deemed necessary or appropriate by **LANDLORD** whether suit is instituted or not.

The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease the relationship of **LANDLORD** and **TENANT**, **TENANT'S** use or occupancy of the Demised Premises, and any claim for injury or damage.

In the event **LANDLORD** commences any proceedings, whether or not for nonpayment of base annual rent, any additional rent, or otherwise, **TENANT** shall not interpose and hereby irrevocably waives the right to any counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the **TENANT'S** right to assert claims, if any, in any separate action or actions brought by **TENANT**.

**TENANT** hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of **TENANT** being evicted or dispossessed for any cause or in the event of **LANDLORD** obtaining possession of the Demised Premises by reason of violation by **TENANT** of any of the terms, covenants or conditions of this Lease, or otherwise.

## 36. FORCE MAJEURE

**LANDLORD** shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond **LANDLORD'S** absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, oratoriums, or controls, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

## 37. LANDLORD'S EXCULPATION

Anything to the contrary contained in this Lease or otherwise notwithstanding **LANDLORD** and **LANDLORD'S** heirs, personal representatives successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease, and **TENANT** shall look solely to the equity of **LANDLORD**, its heirs, personal representatives, successors and assigns, in the Demised Premises for the satisfaction of each and every remedy of **TENANT** in the event of any breach of **LANDLORD**, its heirs, personal representatives, successors and assigns, of any of the terms, covenants, conditions, and provisions of this Lease to be performed by **LANDLORD**, such exculpation of liability to be absolute and without exception whatsoever.

## 38. FINANCING AGREEMENT

**TENANT** agrees not to enter into execute or deliver any financing or security agreement that could constitute a claim of priority to any mortgage given by **LANDLORD** or its successors and, in the event **TENANT** does so execute or deliver such financing or security agreement, such action on the part of **TENANT** shall be considered a breach of the terms and conditions of this Lease and a default by **TENANT** entitling **LANDLORD** to such remedies as are provided for herein.

## 39. LANDLORD'S FINANCING

**LANDLORD** shall not be obligated to proceed with the construction of the Shopping Center or the Demised Premises unless and until financing acceptable to **LANDLORD** is obtained. Should such financing not be obtainable within six (6) months after lease date as defined on the **FACE PAGE, LANDLORD** may so notify **TENANT** in writing, and this Lease shall thereupon cease and terminate and each of the parties hereto shall be absolutely released and discharged from any and all liability and responsibility hereunder. If in connection with obtaining at any time any financing or refinancing whatsoever for the Shopping Center or any part thereof, any recognized lending institution shall request reasonable modifications of or amendments to this Lease as a condition of such financing **TENANT** covenants not to withhold or delay its agreement, to be made without charge, to such modifications or amendments, provided such modifications do not increase the obligations or materially and adversely affect the rights of **TENANT** under this Lease. Should the **TENANT** refuse to make changes required by the Lender, **TENANT** shall be in default hereunder, and **LANDLORD** may terminate the Lease.

## 40. ASSIGNING, MORTGAGING, SUBLETTING

**TENANT** agrees not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or to sublet the whole or any part of the Demised Premises, or to permit the use of the whole or any part of the Demised Premises by any licensee or concessionaire, without first obtaining the prior, specific written consent of **LANDLORD**, which consent may be given or withheld at **LANDLORD'S** sole discretion. **TENANT** agrees that, in the event of any such assignment, subletting, licensing or granting of a concession, made with the written consent

of **LANDLORD** as aforesaid, it will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms and conditions and covenants of this Lease. If **TENANT** is an individual or individuals, an assignment by operation of law will be prohibited. If **TENANT** is a corporation or partnership and if control thereof in any respect whatsoever changes, in **LANDLORD'S** sole but bona fide opinion in any manner whatsoever at any time during the term of this Lease, **LANDLORD**, at its option and in its discretion may by giving sixty (60) days prior written notice to **TENANT**, declare such change a breach of and default under this Lease. The changing of control shall be deemed and construed to include, without limiting the generality of the foregoing, the loss or removal of a key employee, the loss or removal of a key principal of **TENANT**, and any substantial change in management. **LANDLORD** hereby consents to the assignment of this Lease, or the subletting of the Demised Premises, to a wholly owned and controlled subsidiary of **TENANT**, provided that the **TENANT** remains fully liable nevertheless, as aforesaid.

**41. SUCCESSORS AND ASSIGNS**

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors permitted sublessees and permitted assigns of said parties, subject to the provisions of Section 41 and if there shall be more than one **TENANT** they shall all be bound jointly and severally by the terms, covenants, and agreements herein; and the word **"TENANT"** shall be deemed and taken to mean each and every person or party mentioned as a **TENANT** herein, be the same one or more, including any permitted assignee or successor of the party signing this lease as **TENANT**; and if there shall be more than one **TENANT**, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and the same shall have the same force and effect as if given by or to all thereof. All rights, however, shall inure to the benefit of any assignee of **TENANT** unless the assignment to such assignee has been specifically approved by **LANDLORD** in writing as set forth elsewhere herein.

**42. ATTORNMENT**

**TENANT** shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the **LANDLORD** covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the **LANDLORD** under this Lease.

**43. SUBORDINATION**

**TENANT** agrees that it shall, and hereby does by these terms, fully, absolutely, and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), deed of trust(s) or similar instruments, now or hereafter placed against **LANDLORD'S** (or its successors) interest in this Lease and/or any or all of the buildings now or hereafter built or to be built in the Shopping Center by **LANDLORD**, and to any and all advances, without limitations, made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof, and that **TENANT** will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as **LANDLORD** or its mortgagees or its other lenders may require implementing further the foregoing subordination and agreement to subordinate. **TENANT** further agrees that it shall enter into and execute, without charge, all other documents which any mortgagee or any ground lessor may reasonably request **TENANT** to enter into and execute, including a subordination, non-disturbance and attornment agreement.

**44. ESTOPPEL CERTIFICATE**

**TENANT**, upon request of **LANDLORD**, a proposed assignee of **LANDLORD** in connection with a proposed transfer of the Shopping Center or a portion thereof including the Demised Premises, or any holders of a mortgage or deed of trust(s) against the **LANDLORD'S** or such proposed assignee's interest, shall from time to time without charge deliver or cause to be delivered to **LANDLORD**, such proposed assignee or such holder, within ten (10) days from the date of demand a certificate as provided by **LANDLORD**, duly executed and acknowledged in form for recording, certifying, if true, that this Lease is valid and subsisting and in full force and effect and that **LANDLORD** is not in default under any of the terms of this Lease or specifying, if applicable, any default of **LANDLORD**. Should **TENANT** fail or refuse to comply with its obligations contained in the preceding sentence of this Section 45, then, in addition to all other remedies of **LANDLORD** hereunder, **TENANT** shall pay **LANDLORD** $25.00 per day for each day during the period of its failure or refusal to comply and **TENANT** shall, and does hereby agree, that **TENANT** shall be estopped from denying the truth of each of those matters set forth in such certificate and **LANDLORD** shall in such event be, and it hereby is appointed by **TENANT** as **TENANT'S** lawful attorney-in-fact for delivery of such certificate in the name, place and stead of **TENANT**

**45. DESTRUCTION OF THE DEMISED PREMISES**

If the Demised Premises be damaged by fire, the elements, unavoidable accident or other casualty, and the cost of repairing such damage shall not equal sixty (60%) percent of the fair replacement value of the destroyed improvements immediately prior to such damage **LANDLORD** and **TENANT** shall, to the extent permitted by **LANDLORD'S** mortgagee, cause such damage to be repaired and the Demised Premises restored with due diligence and this Lease shall continue. If, however, in the event of damage from any of such causes the cost of restoring the Demised Premises to its condition immediately prior to such damage shall equal or exceed sixty (60%) percent of the destroyed improvements fair replacement value immediately prior to such damage, **LANDLORD** shall have the right to terminate this Lease by giving **TENANT** written notice of its election to do so within sixty (60) days after the date on which the damage occurs, whereupon this Lease shall be adjusted as of said date; but in default of such notice by **LANDLORD**, this Lease shall continue. Except in the event of termination of this Lease, as aforesaid, the base rent shall be abated to the extent of the fair rental value of such portion if any, of the Demised Premises as shall be rendered unfit for occupancy for the usual conduct of **TENANT'S** business in consequence the damage aforesaid for the period of such unfitness for occupancy.

Should the damage be repaired and the Demised Premises be restored in accordance with the foregoing paragraph of this Section 46, the repair and restoration shall be completed and paid for by **LANDLORD** and **TENANT** in accordance with their respective obligations for the initial construction and preparation of the Demised Premises and the leasehold improvements therein. **TENANT'S** payment of the

prior written notice of **LANDLORD'S** election so to do which notice shall be given, if at all within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

**47. TOTAL CONDEMNATION**

If the whole of the Demised Premises shall be acquired or condemned under the power of eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of possession in such proceeding and all rentals shall be paid up to that date and **TENANT** shall have no claim against **LANDLORD** for the value of any unexpired term of this Lease.

**48. TOTAL CONDEMNATION OF THE PARKING AREA**

If the whole of the common parking area in the Shopping Center shall be acquired or condemned under the power or eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of possession in such proceeding unless **LANDLORD** shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Demised Premises, and such substantially equal parking facilities shall be provided by **LANDLORD** at its own expense within ninety (90) days from the date of such acquisition or condemnation. In the event that **LANDLORD** shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, **TENANT** shall have no claim against **LANDLORD** for the value of any unexpired term of this Lease.

**49. PARTIAL CONDEMNATION**

If any part of the Demised Premises shall be acquired or condemned under the power of eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking by condemnation shall render the Demised Premises unsuitable for the business of the **TENANT**, it being agreed that any taking of less than twenty (20%) percent of the Demised Premises would not render the Demised Premises unsuitable for **TENANT**, then the term of this Lease shall cease and terminate as of the date of possession in such proceeding and **TENANT** shall have no claim against **LANDLORD** for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Demised Premises unsuitable for the business of **TENANT**, then **LANDLORD** shall promptly restore the Demised Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking (except that **TENANT** shall be responsible for restoration and replacement of its leasehold improvements, fixtures, etc.), the Lease shall continue in full force and effect, and the minimum rent shall be reduced proportionately as to the portion lost in the taking.

**50. PARTIAL CONDEMNATION OF THE PARKING AREA**

If any part of the parking areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose and if, as the result of such partial taking, the ratio of parking spaces to square feet of the total gross leasable area of the entire Shopping Center building is reduced to a ratio below four spaces to one thousand square feet, then the term of this Lease shall cease and terminate from the date of possession resulting from such proceeding, unless **LANDLORD** shall take immediate steps toward increasing the parking ratio in excess of four spaces to one thousand square feet of gross leasable area, by providing additional parking area, multi-level parking, ramp parking or otherwise, in which event this lease shall be unaffected and remain in full force and effect as between the parties. In any event, **TENANT** shall have no claim against **LANDLORD** for the value of any unexpired term of this Lease.

**51. LANDLORD'S DAMAGES**

In the event of any condemnation or taking as hereinbefore provided, whether sole or partial, **TENANT** shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and **LANDLORD** is to receive the full amount of such award, **TENANT** hereby expressly waiving any right or claim to any part thereof.

**52. TENANT'S DAMAGES**

Although all damages in the event of any condemnation are to belong to **LANDLORD** whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Demised Premises, **TENANT** shall have the right to claim and recover from the condemning authority, but not from **LANDLORD**, such compensation as may be separately awarded or recoverable by **TENANT** in **TENANTS** own right on account of any and all damage to **TENANT'S** business by reason of the condemnation and for or on account of any cost or loss to which **TENANT** might be put in removing **TENANT'S** merchandise, furniture, leasehold improvements and equipment.

**53. RELEASE FROM LIABILITY**

**TENANT** agrees not to hold **LANDLORD** responsible or liable in damages by abatement of rent, setoff, counterclaim, or otherwise for any damage sustained by **TENANT** or any other person, due to the building or any part thereof or any appurtenances thereof being or becoming out of repair, or due to the happening of any accident (unless resulting from affirmative acts of negligence on **LANDLORD'S** part) especially, but not exclusively, any damage caused by water, snow, windstorm, tornado, gas, steam, electric wiring, plumbing or

heating apparatus; and not to hold **LANDLORD** liable for any acts or omissions of co-tenants or other occupants of the building, or for losses by theft.

Notwithstanding any other provision in this Lease contained, **TENANT** hereby releases **LANDLORD** from any claim with respect to water or other damage sustained by **TENANT** from the sprinkler system, except that **TENANT** does not hereby waive any claim for such damage resulting from faulty installation or maintenance of said sprinkler system or the negligence of **LANDLORD** or any of **LANDLORD'S** servants, agents or employees. Additionally, notwithstanding any other provision in this Lease, **TENANT** hereby expressly waives and releases all causes of action and all rights of recovery which **TENANT** may hereafter have against **LANDLORD**, or **LANDLORD'S** agents, employees, servants or partners, for any loss or damage to improvements to the Demised Premises or to personal property located on any of the Shopping Center premises, regardless of whether such loss or damage results in whole or in part from any negligence or other fault on the part of **LANDLORD**, or **LANDLORD'S** agents, employees, servants and partners as to all such causes of action and rights of recovery and as to any claims which may give rise to such causes of action and rights of recovery.

## 54. HAZARDOUS WASTE

**TENANT** covenants that it will not generate, release, store or deposit, or permit or suffer the generation, release, storage, or deposit, over, beneath or on the Demised Premises or on or in any of the structures or common areas of the Shopping Center from any source whatsoever, any hazardous substances as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 "CERCLA", 42 USC 9601 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9601(33), or hazardous waste as defined by the Resource Conservation and Recovery Act ("RCRA") 42 USC §6903(5), or other similar applicable federal or state laws and regulations, including, but not limited to, asbestos, PCBs and urea formaldehyde. **TENANT** covenants that it will indemnify, hold harmless, and defend **LANDLORD, LANDLORD'S** successors, assigns and mortgagees from any and all claims, loss, damage, response costs and expenses arising out of or in any way relating to a breach of these environmental representations contained in the immediately preceding sentence including, but not limited to: (a) claims of third parties (including governmental agencies) for damages, penalties, response costs, injunctive or other relief; (b) expenses, including fees of attorneys and experts or reporting the existence of hazardous substances or hazardous wastes to any governmental agency; (c) any and all expenses or obligations, including attorneys fees, incurred at, before and after any trial or appeal therefrom or administrative proceeding or appeal therefrom whether or not taxable as costs including, without limitation, attorneys fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses, all of which shall by paid by **LANDLORD** when accrued.

## 55. CUSTOM AND USAGE

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that **LANDLORD** shall have the right at all time to enforce each and every of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of **LANDLORD** in refraining from so doing at any time or times.

The waiver by **LANDLORD** of any breach of any term, provision, covenant, agreement, undertaking, or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. The subsequent acceptance of rent hereunder by **LANDLORD** shall not be deemed to be a waiver of any preceding breach by **TENANT** of any term, provision, covenant, agreement, undertaking, or condition of this Lease other than the failure of **TENANT** to pay the particular rent so accepted, regardless absolutely of **LANDLORD'S** knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by **LANDLORD** unless such waiver be specifically set forth in writing and signed by **LANDLORD.**

Wherever **LANDLORD** is given in this Lease a right to consent or approve an action by **TENANT** which consent is not specified to be on the basis of reasonableness, **LANDLORD** may arbitrarily withhold its consent thereto.

In the event that in this Lease it is provided that the exercise of any right by **TENANT** or the performance of any obligations of **TENANT** shall be subject to the consent or approval of **LANDLORD** and that the consent or approval of **LANDLORD** shall not be unreasonably withheld or delayed, then in any case in which **LANDLORD** shall withhold or delay its consent, such determination by **LANDLORD** shall be conclusive upon **TENANT** unless, however, **TENANT** shall within twenty (20) days after notice from **LANDLORD** of its determination, file an equitable action in the appropriate court in the county in which the Shopping Center is located seeking injunctive relief from **LANDLORD'S** determination, which such injunctive relief shall be the sole remedy of **TENANT** for any such withholding or delaying of consent or approval by **LANDLORD.** In the event that any action for injunctive relief shall be filed by **TENANT** pursuant to the provisions of this paragraph, the sole issue to be submitted to the court shall be determination as to whether the withholding or delaying of consent or approval by **LANDLORD** shall have been reasonable or unreasonable, and in the event that it should be determined that the withholding or delay of a consent or approval by **LANDLORD** was unreasonable, then the court's decision or order shall annul such withholding or delaying of consent or approval such annulment being the sole remedy of **TENANT,** it being the intention of the parties hereto (as to which they are conclusively bound) that in no event shall any such withholding or delaying of consent or approval by **LANDLORD,** or any decision of any court with respect thereto impose any financial liability upon or result in any damages being recoverable from **LANDLORD** and/or create any right cognizable or remedy enforceable in favor of **TENANT** and against **LANDLORD** in law or equity (except as aforesaid) or under any special statutory proceeding or at all.

## 56. HOLDING OVER

Any holding over after the expiration of the term hereof, without the consent of the **LANDLORD,** shall be construed to be a tenancy from month to month at double the rents herein specified (pro rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. However, no holding over shall result in the waiver, loss or diminution of any of **LANDLORD'S** rights either under the terms of this Lease or under applicable law. Percentage rent shall likewise be paid monthly, on the rent paying day, on the basis of one-twelfth (1/12th) of the aggregate of the last full twelve (12) month payments of percentage rents.

## 58. REHABILITATION OF SHOPPING CENTER

**TENANT** agrees that, in the event **LANDLORD** undertakes a rehabilitation of the Shopping Center or a substantial portion thereof including the Demised Premises, **TENANT** shall cooperate with **LANDLORD** and with **LANDLORD'S** contractors, subcontractors, agents and employees in carrying out such rehabilitation, including but not limited to alteration of the facade and outside panel fascia of the storefront of the Demised Premises, removal and substitution of signage for the Demised Premises and temporary and necessary interruption of **TENANT'S** operations for limited periods of time upon reasonable prior notice from **LANDLORD**. The costs and expenses of the materials and labor for any such rehabilitation shall be the sole obligation of **LANDLORD** except that, in the event that **LANDLORD** or **TENANT** at **LANDLORD'S** request, removes and substitutes signage for the Demised Premises in connection with an overall alteration in the signage plan for the Shopping Center or a substantial portion thereof, **TENANT** shall pay the cost of preparation and installation of such signage and Section 31 hereof and **Exhibit "D"** shall be deemed amended to embrace such new signage plan.

## 59. LANDLORD'S LIEN AND CHATTEL MORTGAGE

**TENANT** hereby grants to **LANDLORD** for the whole of the term of this Lease a first lien and security interest in all of its equipment, fixtures, trade fixtures, personalty and other items installed in or supplied to the Demised Premises and hereby agrees to execute and deliver, either simultaneously herewith or at such later time during the term of this Lease as **LANDLORD** shall request, a chattel mortgage, security agreement and financing statement to confirm and perfect the security interest herein granted. **TENANT** further agrees to provide **LANDLORD** with an itemized listing and receipts therefor, of such items as necessary or appropriate for annexation to such security instruments. **TENANT** shall not encumber, mortgage, hypothecate or finance its interest in such items without the prior written consent of **LANDLORD**.

## 60. SCOPE AND INTERPRETATION OF THE AGREEMENT

This Lease and the Exhibits, and Riders, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between **LANDLORD** and **TENANT** concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon **LANDLORD** or **TENANT** unless reduced to writing and signed by them.

This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purporting to represent **LANDLORD** or **TENANT**. The **TENANT** acknowledges that it has not been induced to enter into this Lease by any representations not set forth in this Lease, it has not relied on any such representations, no such representations shall be used in the interpretation or construction of this Lease, and **LANDLORD** shall have no liability for any consequences arising as a result of any such representations.

## 61. NO REPRESENTATIONS

By executing this Lease **TENANT** specifically confirms that neither **LANDLORD** nor anyone acting for **LANDLORD** has made any oral, written representations, warranties or promises with respect to the Demised Premises or the building in which they are a part, the tenant mix of the Shopping Center, shopper traffic volume or how the same will or might effect **TENANT** and that **TENANT** will take all necessary and appropriate business steps and actions, including all prudent advertising and marketing to develop necessary shopper traffic and sale volume. It is agreed that this Lease contains no restrictive covenants or exclusives in favor of **TENANT**. Nothing contained in this Lease is interpreted to be a warranty, representation or agreement on the part of **LANDLORD** that any department store or regional or national chain store or other merchant shall open or remain open for or operate a business or occupy or continue to occupy any premises in or adjoining the Shopping Center during the lease term or any renewal or extensions thereof.

## 62. NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed, if to **LANDLORD**, at the address as defined on the **FACE PAGE** or at such address as **LANDLORD** may designate by written notice and if to **TENANT**, at the Demised Premises or at such other address as **TENANT** shall designate by written notice. Notice shall be deemed given when actually served on the **TENANT** in the manner of a summons or citation or when the return receipt of the certified mail shall be returned by the Post Office, as of the date marked "accepted" or "rejected".

## 63. SECTION NUMBERS

The section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any provision of this Lease nor in any way affect this Lease.

## 64. SEVERABILITY

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**65. EXAMINATION OF LEASE**

Submission of this instrument for examination or signature by **TENANT** does not constitute a reservation or option for Lease, and this instrument shall not become effective as a Lease or in any other capacity until execution and delivery by both **LANDLORD** and **TENANT.**

**66. COUNTERPARTS**

This lease has been executed in several counterparts, but all counterparts shall constitute one and the same legal document.

**67. RECORDING/SHORT FORM LEASE**

**TENANT** shall not record this Lease without the written consent of **LANDLORD**; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation.

**68. CONFIDENTIALITY**

**TENANT** acknowledges that the terms and provisions of this Lease, including, but not limited to, amounts and forms of rent and other consideration, were negotiated and agreed to by or on behalf of **LANDLORD** and **TENANT** without reference to comparability with the terms and conditions of leases for other of the tenantable space at the Shopping Center. **TENANT** agrees that it will not, without the prior written consent of **LANDLORD**, reveal the terms and conditions of this Lease, including, but not limited to, amounts and forms of rent, to anyone other than financial and legal advisors who themselves agree to keep such information confidential, including, but not limited to other existing or prospective tenants of the Shopping Center.

IN WITNESS WHEREOF, **LANDLORD** and **TENANT** have duly executed this Lease as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS: _____

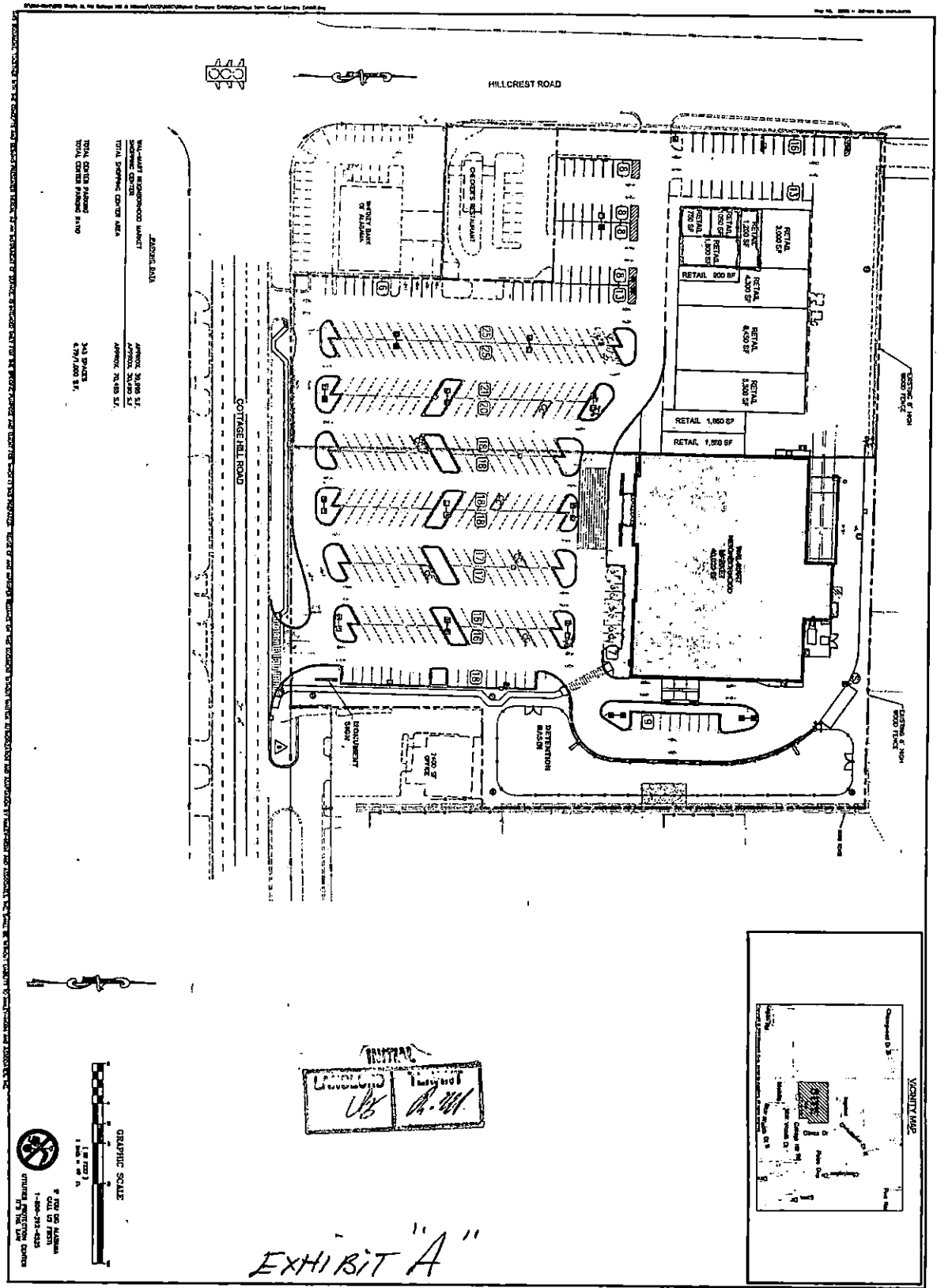
LANDLORD: CARRIAGETOWNE, LLC

BY: _____
Its: Manager

WITNESS: _____

TENANT: PARKWAY PACKAGE, INC.

BY: _____
Its: President


HILLCREST ROAD
COTTAGE HILL ROAD
RETAIL 3,000 SF
RETAIL 1,200 SF
RETAIL 900 SF
RETAIL 4,300 SF
RETAIL 4,450 SF
RETAIL 5,300 SF
RETAIL 1,850 SF
RETAIL 1,850 SF
EXISTING 6' HIGH WOOD FENCE
DETENTION BASIN
ENCROACHMENT BASIN
1400 SF OFFICE
GRAPHIC SCALE
VICINITY MAP
EXHIBIT "A"
LEASING EXHIBIT
CARRIAGE TOWNE CENTER
THE MITCHELL COMPANY
PRELIMINARY
EX-1

**RIDER #1**
**TO**
**LEASE OF JULY 27, 2015**

Lease made as of the **LEASE DATE** as defined on the **FACE PAGE** by and between **LANDLORD** as defined on the **FACE PAGE** and **TENANT** as defined on the **FACE PAGE**

**SECTION 69 CANCELLATION BY TENANT**

R.M ONE And (1½)

**It is agreed by both landlord and tenant that should the State of Alabama open a retail liquor store within one-half mile of the premises or if Wal-Mart starts selling hard liquor (not beer or wine), then tenant shall have the right to cancel this lease with ninety (90) days prior written notice to landlord during the then primary or option term only.**

**SECTION 70 CANCELLATION BY LANDLORD**

**It is agreed by both landlord and tenant that should landlord receive complaints as to the premises being used for tasting by Wal-Mart or other legitimate sources then landlord shall be able to cancel this lease with ninety (90) days notice to tenant, This cancellation shall only apply to that space used for tasting and not to the areas for retail sales.**

OR TENANT MAY CONVERT THE SPACE
R.M TO RETAIL SALES OR CIGAR ~~TASTING~~

| | |
|---|---|
| VB | R. M. |

INITIAL

**RIDER #2**
**TO**
**LEASE OF JULY 27, 2015**

Lease made as of the **LEASE DATE** as defined on the **FACE PAGE** by and between **LANDLORD** as defined on the **FACE PAGE** and **TENANT** as defined on the **FACE PAGE**

**SECTION 71. TENANT'S INCREASE IN RENTAL DURING OPTIONS**

The option set forth in this paragraph shall exist in favor of only the original **TENANT** (herein called the original **TENANT**) and shall cease to exist if the original **TENANT** makes an Assignment or Sublease. The option set forth herein shall inure to the benefit of any family member or LLC or corporation controlled by a family member.

Anything in this Lease to the contrary notwithstanding, **LANDLORD** and original **TENANT** hereby agree as follows:

Original **TENANT** is to give the **LANDLORD** written notice of original **TENANT'S** exercise of said option not less than three (3) months before the end of the then term hereof, and if original **TENANT** gives such notice, this Lease shall so be extended automatically without execution of an extension or renewal Lease.

The annual minimum rental during the options shall be adjusted as indicated in the chart below:

1. Option Number 1 for period of five (5) years shall increase by five (5)% on the minimum rental.
2. Option Number 2 for a period of five (5) years shall increase by ten (10)% on the minimum rental.
3. Original Period 8/1/2015 to 7/31/2020
   Option Period 1 8/1/2020 to 7/31/2025
   Option Period 2 8/1/2025 to 7/31/2030

| | |
|---|---|
| | |

INITIAL

**SECTION 72 EXCLUSIVE**

Except as hereafter provided in this Section, **LANDLORD** agrees that so long as **TENANT** is not in default under any of the terms of this Lease and, so long as **TENANT** continues to operate the Demised Premises as a Package Store it will not lease space in this Shopping Center to another tenant whose primary business is a package store selling spirits, beer, wine, tobacco or tasting, without **TENANT'S** written approval. It is specifically understood by the parties hereto that this exclusive shall not apply to any other tenant in the Shopping Center, if said use is an incidental part of its business.

This exclusive will be void if it is not enforceable in a court of law or if it is in restraint of trade, in which event, only this Section 72 of the within Lease shall be invalid and the remaining portions of this Lease shall continue in full force and effect. If **TENANT** does not continuously operate the Demised Premises as a Package Store for a period of thirty (30) days, then this exclusive will terminate.

~~This exclusive does not apply to Wal-Mart.~~ R.M.

| | |
|---|---|
| WB | R.M |

INITIAL

## EXHIBIT "B"

To the lease made by and between **LANDLORD** (as defined on **FACE PAGE**) and **TENANT** (as defined on **FACE PAGE.**)

I. **LANDLORD** agrees to finish the store building to its standard finish as follows:

1. One standard toilet and lavatory. Toilet and lavatory may be located on opposite wall at **LANDLORD'S** option prior to rough-in. Standard exhaust fan included.

2. 3/32" vinyl tile and 4" high vinyl base in toilet room with reducer strip at door opening. Sales area to be unfinished concrete.

3. 2' x 4' T-bar exposed grid, suspended acoustical ceiling at approximately 10'+ above finished floor in the sales area and 8'+ in the toilet room.

4. Painted concrete, block and/or gypsum board walls in toilet room. Unpainted gypsum board walls in sales area. Rear wall of unfinished concrete and/or block.

5. Glass and bronze aluminum storefront

6. Heating and air conditioning of sales area only in accordance with federal and local regulation. **HEAT GENERATING EQUIPMENT FURNISHED BY TENANT WILL REQUIRE REDESIGN AT TENANT'S EXPENSE.**

7. 100 ampere rated main electrical service to be surface mounted on rear wall.

8. Wall mounted 110 volt duplex convenience outlets (indicated)

9. Recessed lighting at approximately ten foot centers in sales area as follows:
**STORE WIDTH NO OF ROWS**

15'-0" to 21'-6" 2
22'-0" to 31'-6" 3
32'-0" to 41'-6" 4
42'-0" to 51'-6" 5

Tenant Accepts Space "AS IS"

See Site Plan, combination of spaces 3,4 and 6

**SCHEMATIC PLAN**

Dim. "A" = IRR varies
Dim. "B" = IRR varies

II. As an inducement for **LANDLORD** entering into this lease, **TENANT** specifically agrees to complete the building to its use and requirements, which shall include:

1. Trade fixtures.
2. Additional equipment required by **TENANT.**
3. Any **ADDITIONAL LIGHTING, ELECTRICAL REQUIREMENT, PLUMBING REQUIREMENT, AIR CONDITIONING REQUIREMENT, OR FINISH OF ANY KIND WHICH TENANT'S BUSINESS MAY REQUIRE.**

**NOTE:** It is specifically understood and agreed that the diagram shown on this **EXHIBIT "B"** does not necessarily show the actual shape or size of the leased premises and is intended to reflect the criteria for certain improvements to be provided by the **LANDLORD** within the leased premises. Further, any dimension measurements are approximate only and, except where otherwise noted, all side-to-side measurements are from center wall to center wall and all depth measurements are from outside wall to outside wall.

INITIAL

**EXHIBIT "C"**

**DESCRIPTION OF TENANT'S WORK**
**For Spaces 2,4 and 6**
**as outlined on Exhibit A of lease date July 27, 2015**

The following work is to be done by **TENANT** at **TENANT'S** sole expense:

**1. COMPLETION OF DEMISED PREMISES:**

All work required to complete and place the **DEMISED PREMISES** in finished condition for opening for business, except only for the work specifically described in **EXHIBIT "B"** as **LANDLORD'S** work, is to be done by **TENANT** at **TENANT'S** sole expense: included in such work, but without limitation, are all subdivision walls, floor coverings, wall finishes, all store fixture work, all painting and decorating.

**2. TENANT'S CONSTRUCTION:**

(a) Comply with all local and state codes in obtaining a Building Permit.
(b) All **TENANTS** to obtain a Building Permit regardless of the amount or extent of improvements. If the applicable jurisdiction does not require a Building Permit, **TENANT** shall evidence that fact to **LANDLORD** by delivery of a letter to that effect signed by the jurisdictional building inspection department.
(c) Plans and evidence of Building Permit to be submitted to the proper **LANDLORD'S** representative prior to commencing any improvements.
(d) Provide for any heating and air conditioning equipment, required by **TENANT** in addition to units supplied by **LANDLORD**, all wiring and ductwork, designed by a professional engineer with seal. Space above ceiling may not be used as a return air plenum unless **TENANT** provides proper fireproofing. If space above ceiling is not used as a return air plenum, then heating ducts above ceiling shall be insulated. All such equipment to be in proper operation on day that **TENANT** opens the **DEMISED PREMISES** for business.
(e) All cutting and patching of the roof area required for installation of air conditioning and ventilation systems, plumbing or utilities shall be paid by the **TENANT**. However, in all cases said work shall be performed by the **LANDLORD'S** contractor's roofing subcontractor.
(f) Plastered or dry walls, or their equivalent finish, required throughout the sales area. No exposed framing is allowed. Paint and decorate the entire interior of **DEMISED PREMISES**.
(g) Provide all floor coverings and wall finishes except what is shown on **EXHIBIT "B"**.
(h) Non-combustible materials must be used above ceilings.
(i) Mezzanines not permitted unless approved by **LANDLORD**.
(j) Provide fire extinguishers, which may be required by local code.
(k) **TENANT** shall be responsible for removal of all trash and debris produced as a result of its construction, fixturing and stocking

**3. FIXTURING:**

**TENANT** shall furnish, install and connect trade fixtures as required by **TENANT'S** merchandising layout, which fixtures shall be new, unless otherwise approved in writing by **LANDLORD**.

**4. SIGNS:**

Sign drawings must be submitted for the approval by **LANDLORD**. Additional sign criteria on attached "Sign Criteria".

**5. ACCESS TO DEMISED PREMISES:**

**LANDLORD, LANDLORD'S** agent or designee, an independent contractor, or an authorized utility company, as the case may be, shall have the right to run utility lines, pipes, conduits or duct work where necessary or desirable, through attic space, column space, or other parts of the **DEMISED PREMISES**, and to repair, alter, replace or remove the same, all in a manner which does not interfere unnecessarily with **TENANT'S** use of the **DEMISED PREMISES**.

**6. INSURANCE:**

**TENANT** shall require its contractors to furnish **LANDLORD** evidence of adequate insurance coverage prior to **TENANT'S** contractors performing any work in the **DEMISED PREMISES**, and **TENANT** agrees to indemnify and hold harmless **LANDLORD** and **LANDLORD'S** contractors from and against any claims, actions or damages resulting from acts of negligence of **TENANT**, its agents, employees, or contractors in performance of **TENANT'S** work.

**7. TENANT'S EMPLOYEES AND CONTRACTORS:**

**TENANT** shall be limited to performing its work, including any office or storage for construction purposes within the **DEMISED PREMISES** only. **TENANT** and **TENANT'S** contractors shall be responsible for daily removal from the Shopping Center of all trash, rubbish, and surplus materials resulting from construction, fixturing and merchandising of the **DEMISED PREMISES**.

**8. TEMPORARY UTILITIES:**

**TENANT** shall be responsible for temporary utility connections for its work, including payment of utility charges.

**9. APPROVALS:**

Any approval or consent by **LANDLORD** or **LANDLORD'S** architect shall in no way obligate **LANDLORD** in any manner whatsoever in respect to the finished product, design and/or construction by **TENANT**. Any deficiency in design or construction, although the same had prior approval of **LANDLORD**, shall be solely the responsibility of **TENANT**.

**10. DAMAGES:**

**TENANT** shall be held liable for all damages caused to the **DEMISED AREA** or any area outside the **DEMISED AREA**. Damages shall be corrected by the **TENANT** under the **LANDLORD'S** supervision or by the **LANDLORD**, at the **LANDLORD'S** option. All repairs by either party shall be paid for by the **TENANT**.

INITIAL

**EXHIBIT "D"**

**SIGN CRITERIA**

All Tenants are required by **LANDLORD** to have a sign and each **TENANT** must adhere to the following Design Criteria established by the **LANDLORD.**

**I. GENERAL**

The purpose of this statement of Sign Criteria is to inform **TENANTS** of the framework within which the **LANDLORD** will review and approve all signs to be erected in the Shopping Center by its **TENANTS.** There shall be no deviation from or modification of the specific limits or requirements stated herein. When "General" requirements are mentioned, the **LANDLORD** reserves the sole right to interpret them in the case of each and every sign. Nothing hereinafter stated shall be construed as limiting **LANDLORD'S** right to require modifications to signs prior to its approving them or to modify these criteria at its sole discretion.

**II. REGULATIONS**

1. All signs, lettering and symbols are subject to the **written approval of LANDLORD** as to type, content, size, construction, color, finish and location.
2. No sign shall be permitted without this written approval.
3. **The LANDLORD** reserves the right to have all Non-approved signs, letters, and symbols removed, at **TENANT'S** cost regardless of the state of erection.

**III. SPECIFICATION PROHIBITIONS**

1. No moving, flashing, or blinking signs.
2. No exposed neon signs.
3. No free standing signs.

**IV. LOCATION OF SIGN**

Sign must be contained within the storefront's outside panel fascia.

**V. SIZE OF SIGN**

Except otherwise specifically limited herein, the sizes of signs shall not exceed the following limits:

1. Maximum sign should reserve 18 inches of the fascia on each side and not exceed 36 inches in height, with at least 6 inches of the fascia reserved on the top and bottom of the sign. The signs are to be installed flush to the fascia and centered between the roof eave line and the bottom of the fascia.

**VI. TYPE OF SIGN PERMITTED**

1. Individually illuminated channel lettered signs ON Raceway are required.
2. Raceway color to match façade.

**VII. SIGN TEXT**

Maximum sign text shall be limited to **TENANT'S** trade name as it appears in the lease. **LANDLORD** reserves the right to limit the use of **TENANT'S** customary "logo".

**VIII. CONTENT**

1. Lettering shall be restricted to the company name and/or title of its principal business.
2. No slogans or trade names.
3. Permits, underwriter's labels, sign fabricators, etc., shall be located so as to be completely inconspicuous.

**IX. CONSTRUCTION**

1. Exposed wiring or conduits are specifically forbidden on exterior of fascia sign panel.
2. Letters mounted on exposed raceways will be allowed, predicated on **LANDLORD'S** review and approval of **TENANT'S** sign plan. If allowed, the raceways shall be painted and maintained to match the "PMS" color of the fascia as shall from time to time exist.
3. Any damage to fascia shall be repaired by **TENANT** at **TENANT'S** expense and to **LANDLORD'S** satisfaction and approval.
4. No painting of any type will be permitted on fascia.
5. Upon vacating the Demised Premises **TENANT** shall remove sign and restore fascia to original condition at the **TENANT'S** expense and to the satisfaction and approval of the **LANDLORD.**

**X. APPROVAL - DRAWINGS TO BE SUBMITTED**

Two complete sets of sign drawings must be submitted to the **LANDLORD** for approval. No work is to commence until said approval is received by the **TENANT** from the **LANDLORD** in writing.
All drawings must contain the following:

1. Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of Letters, length of sign, all details regarding materials and method of construction.
2. Color sample of sign letters, graphic and style of letters.
3. Cross section view through sign letter showing location of sign relative to the store front line and showing the dimensioned projection of the face of the wall.
4. **LANDLORD'S** approval shall not be deemed to constitute approval by **LANDLORD** of any **TENANT'S** sign work and shall not relieve the **TENANT** from the duty of conforming with any and all applicable City, County or Parish ordinances, laws, regulations and inspections.

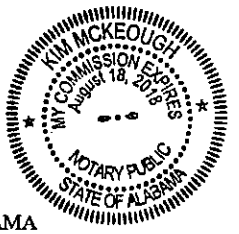
| | |
|---|---|
| | |

INITIAL

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned, a notary public in and for said State and County aforesaid, an officer duly authorized to take acknowledgments, personally appeared **Reynaldo E Manas**, personally known to me and known by me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3 day of August 2015



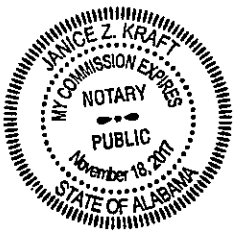

Kim McKeough
NOTARY PUBLIC
My Commission Expires: 8/18/2018

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned, a notary public in and for said State and County aforesaid, an officer duly authorized to take acknowledgments, personally appeared **Donald P. Kelly, Jr.**, personally known to me and known by me to be the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for uses and purposes in said instrument set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal this 3rd day of August 2015.

Janice Z. Kraft
NOTARY PUBLIC
My Commission Expires: 11-18-17



## GUARANTY OF RENT PAYMENT AND PERFORMANCE

FOR VALUE RECEIVED and in consideration of, and as an inducement to **LANDLORD'S** making that certain Lease Agreement dated as of **July 27, 2015** (the "Lease") by and between **Carriagetowne, LLC**, **AS LANDLORD, AND Parkway Package Inc.**, **AS TENANT** for the lease of certain tenantable space at the **Carriagetowne Shopping Center** (the "Demised Premises"), the undersigned, jointly and severally, guarantee absolutely and unconditionally to **LANDLORD**, its heirs, successors and assigns, the prompt and full performance and observance of all of the obligations, covenants, conditions and agreements therein provided to be performed and observed by **TENANT**, including, without being limited to, payments of base rent and additional rent payable under the Lease, without requiring any notice of default, nonpayment, nonperformance or non-observance, or proof, or demand, or exhaustion of security deposits, in order to charge the undersigned therefor, all of which the undersigned hereby expressly waive; and the undersigned, jointly and severally, hereby expressly agree that the validity of this agreement and the obligations of the undersigned hereunder shall in nowise be terminated, affected or impaired by reason of the assertion, or by reason of the non-assertion, by **LANDLORD** against **TENANT** of any of the rights or remedies reserved to **LANDLORD** pursuant to the provisions of the Lease. The undersigned, jointly and severally, further covenant and agree that this guaranty shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease and this guaranty shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease as so renewed, modified or extended. The undersigned, jointly and severally, further covenant and agree that **LANDLORD** may deal with **TENANT** in whatever manner **LANDLORD** may elect without diminishing or discharging the liability and responsibility of the undersigned under this guaranty. The undersigned, jointly and severally, further consent to any assignment or subletting, in whole or in part, of the Lease or the Demised Premises by **LANDLORD** or by **TENANT**, their successors and assigns, without any release of or diminution of this guaranty therefor and the undersigned, jointly and severally, further covenant and agree that this guaranty shall inure to the benefit of the successors and assigns of **LANDLORD** and shall be binding on the heirs, successors, assigns and personal representatives of the undersigned.

The undersigned agree that part of the consideration for the **LANDLORD** entering into the above described Lease with the above named **TENANT** is that each of them consents to the jurisdiction of any court, state or federal, whose jurisdiction is within the county/parish and state whose governing law is stipulated on the **FACE PAGE** of the Lease, and agree that all litigation regarding this personal guaranty shall be brought only in such jurisdiction and each of them further by execution of this agreement waive his, her or their privilege of venue in all suits brought by or against them under this guaranty, and hereby waive any and all rights he, she or they may have in the selection of such venue, and hereby further waives the right to or demand for a jury trial of any matters involved in such litigation. In the event that it shall become necessary to place this guaranty with an attorney for collection, suit or other legal action, each of the undersigned agree to pay all costs of such collection, suit or other legal action, including a reasonable attorneys' fee for services at trial and on appeal.

**IN WITNESS WHEREOF**, each of the undersigned has signed, sealed, executed and delivered this guaranty on the date set forth beside his name.

DATE: 8-3-15

Reynaldo E. Manas

RM

CH

From: Cordell, Dorothy Dorothy.Cordell@abc.alabama.gov
Subject: background check memos
Date: Apr 1, 2026 at 11:55:44 AM
[redacted]

Dorothy Cordell
Administrative Support Assistant II
Alabama Alcoholic Beverage Control Board
Licensing and Compliance
20210 Highway 59, Suite 5
Summerdale, AL 36580
[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: ANDREW SEAN MANAS
[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: FELICITY MARY SHARP MANAS

[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: MICHAEL JOHN MANAS

[redacted]

******APPLICANT COPY******

**Alabama ABC Board**
**Licensing and Compliance Division**
**Criminal Background Check**

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: PATRICK JAMES MANAS

[redacted]









# 2026

## SALES TAX LICENSE

# State of Alabama

Alabama Department of Revenue

ISSUED TO:

PARKWAY PACKAGE INC
DBA SPRINGHILL SPIRITS

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|---|---|---|---|
| SLS | 4900 27411 | 01/1/2026 | 12/31/2026 |

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

NON-TRANSFERABLE

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

25601 PERDIDO BEACH BLVD ORANGE BEACH AL 36561-6156
6376 COTTAGE HILL RD MOBILE AL 36609-3111

Form **1120**
Department of the Treasury
Internal Revenue Service

# U.S. Corporation Income Tax Return

For calendar year 2022 or tax year beginning 03-01, 2022, ending 02-28, 20 23

Go to *www.irs.gov/Form1120* for instructions and the latest information.

OMB No. 1545-0123

**2022**

A Check if:
1a Consolidated return (attach Form 851) ☐
b Life/nonlife consolidated return ☐
c Personal holding co. (attach Sch. PH) ☐
3 Personal service corp. (see instructions) ☐
4 Schedule M-3 attached ☐

TYPE OR PRINT

Name: PARKWAY PACKAGE INC

B Employer identification number: 63-0842153

Number, street, and room or suite no. If a P.O. box, see instructions.: 6376 Cottage Hill Road

C Date incorporated: 03-25-1983

City or town, state or province, country and ZIP or foreign postal code: Mobile AL 36609

D Total assets (see instructions): $ 1,223,622

E Check if: (1) ☐ Initial return (2) ☐ Final return (3) ☐ Name change (4) ☐ Address change

| | | | | |
|---|---|---|---|---|
| Income | 1a | Gross receipts or sales | 1a 3,531,819 | |
| | b | Returns and allowances | 1b | |
| | c | Balance. Subtract line 1b from line 1a | | 1c 3,531,819 |
| | 2 | Cost of goods sold (attach Form 1125-A) | | 2 2,152,427 |
| | 3 | Gross profit. Subtract line 2 from line 1c | | 3 1,379,392 |
| | 4 | Dividends and inclusions (Schedule C, line 23) | | 4 |
| | 5 | Interest | | 5 |
| | 6 | Gross rents | | 6 |
| | 7 | Gross royalties | | 7 |
| | 8 | Capital gain net income (attach Schedule D (Form 1120)) | | 8 |
| | 9 | Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797) | | 9 |
| | 10 | Other income (see instructions - attach statement) Statement #1. | | 10 5,891 |
| | 11 | **Total income.** Add lines 3 through 10 | | 11 1,385,283 |
| Deductions (See instructions for limitations on deductions.) | 12 | Compensation of officers (see instructions - attach Form 1125-E) | | 12 15,238 |
| | 13 | Salaries and wages (less employment credits) | | 13 573,904 |
| | 14 | Repairs and maintenance | | 14 3,798 |
| | 15 | Bad debts | | 15 |
| | 16 | Rents | | 16 150,395 |
| | 17 | Taxes and licenses Wks. Tax/Lic | | 17 64,371 |
| | 18 | Interest (see instructions) | | 18 4,854 |
| | 19 | Charitable contributions | | 19 3,882 |
| | 20 | Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562) | | 20 9,820 |
| | 21 | Depletion | | 21 |
| | 22 | Advertising | | 22 1,034 |
| | 23 | Pension, profit-sharing, etc., plans | | 23 |
| | 24 | Employee benefit programs | | 24 |
| | 25 | Reserved for future use | | 25 |
| | 26 | Other deductions (attach statement) Statement #5. | | 26 224,680 |
| | 27 | **Total deductions.** Add lines 12 through 26 | | 27 1,051,976 |
| | 28 | Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11 | | 28 333,307 |
| | 29a | Net operating loss deduction (see instructions) | 29a | |
| | b | Special deductions (Schedule C, line 24) | 29b | |
| | c | Add lines 29a and 29b | | 29c |
| Tax, Refundable Credits, & Payments | 30 | **Taxable Income.** Subtract line 29c from line 28. See instructions | | 30 333,307 |
| | 31 | Total tax (Schedule J, Part I, line 11) | | 31 69,994 |
| | 32 | Reserved for future use | | 32 |
| | 33 | Total payments and credits (Schedule J, Part III, line 23) | | 33 67,667 |
| | 34 | Estimated tax penalty. See instructions. Check if Form 2220 is attached ☒ | | 34 139 |
| | 35 | **Amount owed.** If line 33 is smaller than the total of lines 31 and 34, enter amount owed | | 35 2,466 |
| | 36 | **Overpayment.** If line 33 is larger than the total of lines 31 and 34, enter amount overpaid | | 36 |
| | 37 | Enter amount from line 36 you want: **Credited to 2023 estimated tax** Refunded | | 37 |

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

REYNALDO MANAS — Signature of officer — Date — PRESIDENT — Title

May the IRS discuss this return with the preparer shown below? See instructions. ☒ Yes ☐ No

**Paid Preparer Use Only**

| | | | | | |
|---|---|---|---|---|---|
| Print/Type preparer's name: Shelly B. LaGroue CPA | Preparer's signature | Date: 01-31-2024 | Check ☐ if self-employed | PTIN: P01032533 | |
| Firm's name: Shelly B. LaGroue CPA, LLC | | | Firm's EIN: 84-3687787 | | |
| Firm's address: 1141 Montlimar Drive Ste 1008 Mobile AL 36609 | | | [redacted] | | |

For Paperwork Reduction Act Notice, see separate instructions.

EEA

810788

Book No. 2454
Page No. 310

# ARTICLES OF INCORPORATION

# OF

# PARKWAY PACKAGE, INC.

BE IT KNOWN that I, the undersigned REYNALDO E. MANAS, desiring to incorporate under the Code of Alabama, do hereby make and adopt the following Articles of Incorporation.

## FIRST

The name of the Corporation is PARKWAY PACKAGE, INC.

## SECOND

The purpose or purposes for which the Corporation is organized are as follows:

(a) To engage in the operation, conduct, and management of a liquor store for the sale of beer, wine, distilled spirits, and sundry merchandise, and other allied business.

(b) The transaction of any and all lawful business for which corporations may be incorporated under §10-2A-1 to 339, Code of Alabama 1975.

THIRD

The address of the initial registered office of the Corporation is 2541 Buckboard Court, Mobile, Alabama 36609, and the name of its initial registered agent at such address is REYNALDO E. MANAS.

FOURTH

The aggregate number of shares which the Corporation shall have authority to issue is ten thousand (10,000) shares of common stock of the par value of $1.00 each, being a total authorized amount of capital stock in the sum of $10,000.00.

FIFTH

The name and address of the incorporator is:

| Name | Address |
| --- | --- |
| REYNALDO E. MANAS | [redacted] |

The number of Directors constituting the initial Board of Directors of the Corporation is one (1) and the name and address of the person who is to serve as Director until the first annual



Page 375 of 1258

meeting of shareholders or until his successor is elected and shall qualify is:

| Name | Address |
| --- | --- |
| REYNALDO E. MANAS | [redacted] |

The names and addresses of the officers chosen for the first year are as follows:

| | |
| --- | --- |
| President<br>Secretary-Treasurer | [redacted] |
| Vice President | |

SIXTH

There is no period limited for the duration of said Corporation and its existence shall be perpetual.

SEVENTH

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of



P 2454 PG 312

the powers of said Corporation and of its Directors and shareholders:

(1) The Board of Directors shall have the power, without the assent or vote of the shareholders, subject to all applicable laws of the State of Alabama, to fix and vary the amount to be reserved for any proper purposes; to authorize and cause to be executed mortgages and liens upon any part of the property of the Corporation provided it be less than substantially all; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration of and payment of dividends.

(2) The Directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the shareholders or any meeting of the shareholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the shares of the Corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of shareholders be there represented in person or by proxy) shall be as valid and binding upon the Corporation and upon all the shareholders as though it has been approved or ratified by every shareholder of the Corporation, whether or not



BK 245 PG 313

the contract or act would otherwise be open to legal attack because of Directors' interest, or for any other reason.

(3) In addition to the powers and authorities hereinabove or by statute expressly conferred upon them, the Directors are hereby empowered to exercise all such powers and do all things and acts as may be exercised or done by the Corporation; subject, nevertheless, to the provisions of the statutes of Alabama, of this agreement, and to any by-laws from time to time made by the shareholders; provided, however, that no by-laws so made shall invalidate any prior act of the Directors which would have been valid if such by-laws had not been made.

M 245 PG 314

EIGHTH

No contract or other transaction between the Corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, and any director or directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of this Corporation or in which this Corporation is interested; and no contract, act or transaction of this Corporation with any person or persons, firm or association shall be affected or invalidated by the fact that any director or directors of this Corporation is

a party, or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firm or association, and each and every person who may become a director of this Corporation is hereby relieved from any liability that might otherwise exist from contracting with the Corporation for the benefit of himself or any firm or corporation in which he may be in anywise interested.

BK 2454PG 315

NINTH

The ownership and transfer of shares in this Corporation shall be subject to the following:

(a) If the holder of any shares desires to transfer or dispose of the same, or any part thereof, to any person who is not at such time a shareholder, he shall give written notice of such desire to the President, Vice President, and Secretary of the Corporation, stating the number of shares he desires to transfer, the name of the prospective purchaser, and the price and terms of the prospective sale. Thereupon, the President, Vice President, and Secretary shall promptly notify each shareholder of the Corporation of the receipt of such notice, and each such shareholder shall have, for a period of twenty (20) days from the date of receipt of such notice from the President, Vice President and Secretary, an option to purchase said shares at the same

price and upon the same terms stated in such notice. It is expressly understood that such notice shall constitute an offer by the shareholder to each other shareholder to sell such shares at such price and upon such terms and conditions for such period of time. Upon receipt by the shareholder making such offer of written notice from one or more shareholders of acceptance of such offer within such period of time, the parties thereto shall have a reasonable time to close the sale and purchase thereto. In the event no written notice of acceptance is received by the shareholder making such offer from any other shareholder within such period of time, as provided above, the holder thereof may sell and transfer the same to the person and at the price and terms stated in such notice, but not otherwise, but in the event that the sale described in such notice is not consummated, no subsequent sale shall take place until the shares have again been offered to the other shareholders in accordance therewith. In the event that more than one shareholder accepts such offer within such period of time, each shareholder accepting such offer shall have the right to purchase a proportionate share of the shares offered for sale based upon the number of shares of the Corporation owned by such shareholder as the same bears to the total number of outstanding shares of the Corporation excluding the shares offered for sale.



Book 245 Page 316

(b) 1. In the event of the insolvency, bankruptcy, general assignment by, or transfer of shares by any shareholder without complying with the provisions of Paragraph 9(a) above, each remaining shareholder shall have an option, within sixty (60) days after ascertainment of the identity of the person who received title to such shares by operation of law or otherwise, to purchase any and all of the shares of such shareholder, at a reasonable price to be determined by agreement between the person holding title to such shares and the shareholder exercising such option, but if no agreement can be reached, then the price shall be fixed by appraisal as provided in Paragraph 9(b)2 hereof. Such option shall be exercised by written notice delivered to the owner of such shares within such time. In the event that more than one shareholder accepts such offer within such period of time, each shareholder accepting such offer shall have the right to purchase a proportionate share of the shares offered for sale based upon the number of shares of the Corporation owned by such shareholder as the same bears to the total number of outstanding shares of the Corporation excluding the shares offered for sale.

2. In the event that the shareholder or shareholders electing to acquire such interest as provided herein, and the owner of the shares of such insolvent, bankrupt, or assignor shareholder do not agree upon the reasonable value



Page 381 of 1258

of such shares to be acquired within thirty (30) days after the giving of notice of election to exercise such option by the purchasing shareholder, either or any of them may demand that the reasonable value of such shares be determined by the written findings of all of or a majority of three (3) appraisers, one of whom shall be appointed by the shareholder or shareholders exercising such election to acquire such shares, one by the owner of the shares to be acquired, and the third by the first two chosen. If within ten (10) days after written notice by any party entitled to appoint an appraiser to the other party entitled to appoint an appraiser, the appraiser is not chosen, the party giving such notice shall forthwith name the three appraisers, who shall act with like effect as if they had mutually been chosen. Should each of the parties select an appraiser as hereinabove provided for, the two appraisers so named fail within twenty (20) days after their selection to name a third appraiser, the Senior United States District Judge for the district in which the Corporation owns realty (or if none, then such Judge in Mobile, Alabama) shall, at the request of either of the appraisers, name a third appraiser, and the one so named by him shall act thereunder. If vacancies occur in the appraisers appointed and named hereunder, such vacancies shall be filled in the same way as the appraiser who ceased to serve was originally appointed. Should the appraiser fail within a period of thirty (30)



Page 382 of 1258

days from the appointment of the third appraiser to return their findings, three (3) new appraisers shall be named in the same manner as were chosen the original appraisers. Any expense of such appraisal shall be borne equally by the shareholder or shareholders exercising such election to acquire such shares and the owner of such shares to be acquired.

(c) Nothing contained herein shall be construed to prevent any shareholder of the Corporation from pledging his shares as security for a debt or obligation; but in the event that such pledge is foreclosed, the person acquiring such shares at such foreclosure shall hold the same subject to the terms and conditions of this paragraph and shall immediately give the shareholders of the Corporation notice of such purchase and the opportunity to exercise their option given above.

Reel 2454 Image 316

TENTH

The incorporator of the Corporation intends to take advantage of the provisions of Section 1244 of the Internal Revenue Code of 1954. It is recognized that Section 1244 requires that shares of the Corporation be issued pursuant to a written plan adopted by the Corporation, which plan must offer such shares during a period specified in the plan ending not later than two

(2) years after the date the plan is adopted. The Corporation will comply in all respects with the requirements of Section 1244 and will present the plan at the organization meeting of the shareholders and directors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as Incorporator of the above named Corporation, this 25 day of March, 1983.

Reynaldo E. Manas (SEAL)
REYNALDO E. MANAS

This instrument prepared by:

ROBERT H. ROUSE
Coale, Helmsing, Lyons & Sims
2750 First National Bank Building
Mobile, Alabama 36602

RECORD FEE $2.50
STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT WAS FILED
MAR 25 4 44 PM '83

-11-

STATE OF ALABAMA

COUNTY OF MOBILE

PROBATE OF SAID COUNTY

# CERTIFICATE OF INCORPORATION

# OF

PARKWAY PACKAGE, INC.

KNOW YE, That Reynaldo E. Manas

and your associates and successors are duly organized as a corporation under the name of PARKWAY PACKAGE, INC. for the purposes expressed in the ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County, Alabama on the 25th day of March 198 3 having the powers, capacity and authority conferred by law. The said Corporation having been in all respects organized pursuant to Code of Alabama, 1975, Sec. 10-2A-91 et seq.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 25th day of March 198 3

L.W. NOONAN
Judge of Probate
Mobile County, Alabama

MORTGAGE RECORDED
ALA. MOBILE CO.

# 2454 PG 321

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
Joe Blackerby Jr., Chief Clerk

Date 19 September, 2002
Not valid unless raised ink with raised seal of court)

2005055432 Book-5818 Page-535
Total Number of Pages: 5

# AMENDED AND RESTATED

# ARTICLES OF INCORPORATION

# OF

# PARKWAY PACKAGE, INC.

Pursuant to the provisions of §10-2B-10.07 of the Alabama Business Corporation Act (the "Act"), the Shareholders and the Directors of the Corporation do hereby adopt the following Amended and Restated Articles of Incorporation of Parkway Package, Inc. on this the 26 day of July, 2005, in the manner prescribed by the Act:

## FIRST

The name of the Corporation is Parkway Package, Inc.

## SECOND

The aggregate number of shares which the Corporation shall have authority to issue is 10,000 shares of common stock of the par value of $1.00 each, being a total authorized amount of capital stock in the sum of $10,000.00.

## THIRD

The address of the initial registered office of the Corporation was 2541 Buckboard Court, Mobile, Alabama 36609, and the name of the initial registered agent at such address was Reynaldo E. Manas. The address of the current registered office of the Corporation is 6376 Cottage Hill Road, Mobile, Alabama 36609, and the name of its registered agent at such address is Reynaldo E. Manas.

## FOURTH

The name and current address of the incorporator is:

| Name | Address |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

## FIFTH

The number of Directors constituting the initial Board of Directors of the Corporation was one (1). Reynaldo E. Manas served as the initial Director.

The number of Directors constituting the current Board of Directors of the Corporation is four (4) and the name and address of the persons who are to serve as Directors until their successors are elected and qualified are:

| Name | Address |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Felicity M. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Andrew Sean Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Michael John Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

## SIXTH

The sole purposes for which the Corporation is organized are as follows:

1. To engage in the operation, conduct, and management of a liquor store for the sale of beer, wine, distilled spirits, and sundry merchandise, and other allied business.

2. To exercise all powers enumerated in the Alabama Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

## SEVENTH

There is no period limited for the duration of said Corporation and its existence shall be perpetual.

These Amended and Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation as heretofore amended. The Amended and Restated Articles of

Incorporation have been duly adopted by the Shareholders and the Board of Directors as required by law and they supercede the original Articles of Incorporation and all amendments thereto.

**IN WITNESS WHEREOF**, we, the undersigned, in unanimous approval, do hereby execute these Amended and Restated Articles of Incorporation on this the 20 day of July, 2005.

SHAREHOLDERS:

Reynaldo E. Manas

Felicity M. Manas

DIRECTORS:

Reynaldo E. Manas

Felicity M. Manas

Andrew Sean Manas

Michael John Manas

STATE OF ALABAMA:
COUNTY OF MOBILE:

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

Given under my hand and official seal of office on this the 26 day of July, 2005.

NOTARY PUBLIC
My Commission Expires:_____
(NOTARY SEAL)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Felicity M. Manas, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 26 day of July, 2005.

NOTARY PUBLIC
My Commission Expires:_____
(NOTARY SEAL)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 18, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA:
COUNTY OF MOBILE:

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

Given under my hand and official seal of office on this the 26 day of July, 2005.

NOTARY PUBLIC
My Commission Expires:_____
(NOTARY SEAL)

NOTARY PUBLIC STATE
MY COMMISSION
BONDED THRU

STATE OF ALABAMA:
COUNTY OF MOBILE:

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

Given under my hand and official seal of office on this the 26 day of July, 2005.

NOTARY PUBLIC
My Commission Expires:_____
(NOTARY SEAL)

NOTARY PUBLIC STATE
MY COMMISSION
BONDED THRU

THIS INSTRUMENT PREPARED BY:

Leslie G. Weeks, Esquire
Helmsing, Leach, Herlong,
Newman, & Rouse, P.C.
Post Office Box 2767
Mobile, Alabama 36652

[redacted]

State of Alabama-Mobile County
I certify this instrument was filed on:
July 27, 2005 @ 4:37:35 PM

| | |
|---|---|
| S.R. FEE | $2.00 |
| RECORDING FEES | $26.00 |
| TOTAL AMOUNT | $28.00 |

2005055432
Don Davis, Judge of Probate

# UNANIMOUS CONSENT OF DIRECTORS

# OF

# PARKWAY PACKAGE, INC.

The undersigned, being all the Directors of PARKWAY PACKAGE, INC., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow.

By unanimous consent, the following resolutions are hereby adopted:

**WHEREAS,** the Corporation was formed on March 3, 1983, with Reynaldo E. Manas being its sole shareholder; and

**WHEREAS,** subsequent to the formation of the Corporation, Reynaldo E. Manas gratuitously transferred forty-nine percent (49%) of his interest in the Corporation to his wife, Felicity M. Manas; and

**WHEREAS,** Amended and Restated Articles of Incorporation of the Corporation were filed with the Probate Judge of Mobile County, Alabama, on July 27, 2005;

**WHEREAS,** the undersigned desire to (1) ratify all matters contained in the Amended and Restated Articles of Incorporation, (2) elect officers for the ensuing year, (3) ratify and confirm the current ownership of the Corporation:

**NOW THEREFORE BE IT RESOLVED,** that all matters contained in the Amended and Restated Articles of Incorporation of the Corporation as filed with the Probate Judge of Mobile County, Alabama, on July 27, 2005, be and the same are hereby ratified, confirmed and approved; and

**BE IT FURTHER RESOLVED,** that the names and addresses of the officers chosen for the ensuing year are as follows:

| | |
|---|---|
| President | Reynaldo E. Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Vice Presidents | Andrew Sean Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

Michael John Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

Secretary/Treasury

Felicity M. Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

**BE IT FURTHER RESOLVED**, that each person whose name is set forth below own the number of shares of fully paid, nonassessable capital stock, $1.00 par value, set opposite their respective name:

| | |
|---|---|
| Reynaldo E. Manas | 510 |
| Felicity M. Manas | 490 |

**BE IT FURTHER RESOLVED** that the President and the Secretary be, and they hereby are, authorized and directed to cancel certificate number 1 representing 1,000 shares of fully paid, nonassessable capital stock, $1.00 par value, and issue to the persons whose names are set forth below the number of shares of fully paid, nonassessable capital stock, $1.00 par value, set opposite their respective names:

| | |
|---|---|
| Reynaldo E. Manas | 510 |
| Felicity M. Manas | 490 |

This Unanimous Consent shall become effective on the date of execution by the undersigned Directors of the Corporation.

Dated this the 2nd day of August, 2005.

Reynaldo E. Manas

Felicity M. Manas

Andrew Sean Manas

Michael John Manas

# UNANIMOUS CONSENT OF SHAREHOLDERS

# OF

# PARKWAY PACKAGE, INC.

The undersigned, being all the Shareholders of PARKWAY PACKAGE, INC., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow.

By unanimous consent, the following resolutions are hereby adopted:

**WHEREAS**, the Corporation was formed on March 3, 1983, with Reynaldo E. Manas being its sole shareholder; and

**WHEREAS**, subsequent to the formation of the Corporation, Reynaldo E. Manas gratuitously transferred forty-nine percent (49%) of his interest in the Corporation to his wife, Felicity M. Manas; and

**WHEREAS**, Amended and Restated Articles of Incorporation of the Corporation were filed with the Probate Judge of Mobile County, Alabama, on July 27, 2005;

**WHEREAS**, the undersigned desires to (1) ratify all actions contained in the Amended and Restated Articles of Incorporation, (2) elect Directors of the Corporation for the ensuing year, and (3) ratify all actions taken by the Directors of the Corporation in that document entitled Unanimous Consent of Directors of Parkway Package, Inc. of evan date herewith:

**NOW THEREFORE**, be it resolved that all matters contained in the Amended and Restated Articles of Incorporation of the Corporation as filed with the Probate Judge of Mobile County, Alabama, on July 27, 2005, be and the same are hereby ratified, confirmed and approved; and

**BE IT RESOLVED**, that the name and address of the Directors chosen for the ensuing year are as follows:

| | |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

| | |
|---|---|
| Felicity M. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Andrew Sean Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Michael John Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

**BE IT FURTHER RESOLVED**, that all actions taken by the Directors of this Corporation in that document entitled Unanimous Consent of Directors of Parkway Package of even date herewith, be and the same are hereby ratified, confirmed and approved; and

This Unanimous Consent shall become effective on the date of execution by the undersigned Shareholders of the Corporation.

Dated this the 1st day of August, 2005.

Reynaldo E. Manas

Felicity M. Manas

# UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS

# OF

# PARKWAY PACKAGE, INC.

The undersigned, being all of the Shareholders and Directors of Parkway Package, Inc., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow:

By unanimous consent, the following resolutions are hereby adopted:

WHEREAS, Parkway Package, Inc. was incorporated on March 25, 1983 and Stock Certificate No. 1 (representing 1,000 shares of stock) was issued to Reynaldo E. Manas; and

WHEREAS, on August 2, 2005, Reynaldo E. Manas gifted 490 shares of stock to Felicity M. Manas and as a result of said gift, Certificate No. 1 was canceled and Certificate Nos. 2 and 3 representing 490 and 510 shares of stock were issued to Felicity M. Manas and Reynaldo E. Manas, respectively; and

WHREEAS, on January 28, 2025, Reynaldo E. Manas gifted 510 shares of stock to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, and as a result of said gifts, Certificate No. 3 was canceled and Certificate Nos. 4, 5 and 6 (each representing 170 shares of stock) were issued to Andrew Sean Manas, Michael John Manas and Patrick James Manas; and

WHERAS, on February 27, 2025, Felicity M. Manas gifted 240 shares of stock to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, and as a result of said gifts, Certificate No. 2 was canceled and Certificate No. 7 (representing 250 shares of stock) was issued to Felicity M. Manas and Certificate Nos. 8, 9 and 10 (each representing 80 shares of stock) were issued to Andrew Sean Manas, Michael John Manas and Patrick James Manas; and

WHEREAS, the Corporation wishes to ratify, confirm and approve said gifts and the current ownership of its stock; and

WHEREAS, the Shareholders of the Corporation wish to elect Directors of the Corporation for the ensuing year; and

WHEREAS, the Directors of the Corporation wish to elect Officers of the Corporation for the ensuing year.

NOW, THEREFORE, BE IT RESOLVED that the Corporation hereby ratifies, confirms and approves all of the gifts listed above and after the cancellations and issuances of stock certificates, recognizes the stock ownership to be as follows:

| Shareholder | Certificate Number(s) | Number of Shares |
|---|---|---|
| Felicity M. Manas | 7 | 250 |
| Andrew Sean Manas | 4, 8 | 250 |
| Michael John Manas | 5, 9 | 250 |
| Patrick James Manas | 6, 10 | 250 |

BE IT FURTHER RESOLVED that the following Directors of the Corporation are elected for the ensuing year and until their successor has been duly elected and qualified:

Felicity M. Manas
Andrew Sean Manas
Michael John Manas
Patrick James Manas

BE IT FURTHER RESOLVED that the following individual is elected to the offices set forth beside her name below for the ensuing year and until her successor(s) have been duly elected and qualified:

President -
Vice-President -
Secretary/Treasurer -

This Unanimous Consent shall become effective upon the execution by the undersigned Shareholders and Directors of the Corporation.

2-27-25
Date Signed

Felicity M. Manas, as a Shareholder and a Director

2-27-25
Date Signed

Andrew Sean Manas, as a Shareholder and Director

2-27-25
Date Signed

Michael John Manas, as a Shareholder and a Director

2-27-25
Date Signed

Patrick James Manas, as a Shareholder and Director

# GIFT OF STOCK

(Parkway Package, Inc.)

In consideration of love and affection, I hereby give, assign and transfer to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, all of my right, title and interest in and to the following shares of stock in Parkway Package, Inc., standing in my name on the books of said corporation:

240 shares of Common Stock represented by Certificate No. 2 (representing 490 shares).

I hereby constitute and appoint the Secretary of Parkway Package, Inc. as my true and lawful attorney, irrevocably, for me and in my name and stead to transfer said shares of stock on the books of Parkway Package, Inc., with full power of substitution in the premises, with Andrew Sean Manas, Michael John Manas and Patrick James Manas each receiving 80 shares.

IN WITNESS WHEREOF, I have set my hand and seal on this 27 day of February 2025.

Felicity M. Manas

STATE OF ALABAMA )
COUNTY OF MOBILE )

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

Given under my hand this 27th day of February 2025.

CHRISTINA HOKE
My Commission Expires
February 11, 2026

NOTARY PUBLIC
My Commission Expires: 2/11/26
(NOTARY SEAL)



[redacted]

# R E S O L U T I O N

Sponsored by: Councilmember Josh Woods, District 6

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

| | |
|---|---|
| Type of application: | Specialty Retailer of Consumable Hemp Products |
| Submitted by: | Ramp Enterprises, Inc. |
| Location: | Cottage Hill Package II<br>9124 Cottage Hill Road<br>Suite 100<br>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 |
|---|---|---|---|---|---|
| 03/26/2026 | NEW APPLICATION | 2026 - 5696 | 129890 | 6 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
RAMP ENTERPRISES INC

Trade Name (DBA)
COTTAGE HILL PACKAGE II

Location Address
9124 COTTAGE HILL ROAD SUITE 100

City, State, Zip Code
MOBILE AL 36695

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 |
|---|---|---|---|---|---|
| 03/26/2026 | NEW APPLICATION | 2026 - 5696 | 129890 | 6 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

RAMP ENTERPRISES INC

Trade Name (DBA)

COTTAGE HILL PACKAGE II

Location Address

9124 COTTAGE HILL ROAD SUITE 100

City, State, Zip Code

MOBILE AL 36695

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

# City of Mobile ABC Licensing & Compliance Application

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 03/26/2026 | NEW APPLICATION | 2026 - 5696 | 129890 | 6 | April 14, 2026 |

| License Type Applied for with Alabama ABC Board | 2nd License Type Applied for with Alabama ABC Board |
|---|---|
| 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT | |

## Business Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| RAMP ENTERPRISES INC | COTTAGE HILL PACKAGE II |

| Business Structure Type | Incorporation Date | SOS Entity ID | State | County |
|---|---|---|---|---|
| CORP - CORPORATION | 01/22/2007 | 000250757 | AL | MOBILE |

| Federal Tax ID (FEIN) | Alabama State Sales Tax ID | Business Phone Number | If Hemp, Product Type |
|---|---|---|---|
| 20-8234313 | R000826538 | [redacted] | ALL PRODUCT TYPE(S) |

| Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 9124 COTTAGE HILL ROAD SUITE 100 | MOBILE | AL | 36695 |

| Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| 6376 COTTAGE HILL ROAD | MOBILE | AL | 36609 |

| Primary Business Activity at the Location | Explain (other) | If Location Transfer, Previous Street Address and Zip Code |
|---|---|---|
| LIQUOR/PACKAGE STORE | | N/A |

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| ANDREW S. MANAS | PRESIDENT | NO | [redacted] | |

## If Transfer of ABC License, Previous Licensee Information

| Legal Business Name | ABC License Type |
|---|---|
| AMP ENTERPRISES INC | 011- LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) |

## Land/Building Information

Do you (the applicant) own or lease the property? RENT/LE

Property Owner Name and/or Contact Person Name: BICKLEY STATION LLC

| Property Owner Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| 1 SIEMAN PARKWAY SUITE 250 | JACKSONVILLE | FL | 32216 |

| Bldg Square Footage | Bldg Seating Capacity | Restroom Facilities | Patio Area | Structure Type | License Covers |
|---|---|---|---|---|---|
| 2,200 | 0 | N/A | NO | SHOPPING CENTER | |

Do the premises have a fully equipped/operational kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Is the business equipped with services and facilities for on premises consumption? N/A

Will the business be operated primarily as a package store? YES

# City of Mobile ABC Licensing & Compliance Application

## Owner(s), Partner(s) or Officer(s) Information

**Copy of Driver's License Must Be Provided for each Person**

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| MANAS, ANDREW SEAN | OWNER | [redacted] |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| [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) |
|---|---|---|---|
| YES | RAMP ENTERPRISES INC | COTTAGE HILL PACKAGE STOR | 6376 COTTAGE HILL ROAD, MOBILE, AL 36609 |
| | RAMP ENTERPRISES INC | SEASIDE LIQUOR 1 | 01 PERDIDO BEACH BLVD, ORANGE BEACH, AL 36 |
| | RAMP ENTERPRISES INC | HAVANA REY'S CIGAR SHOF | 2351 AIRPORT BLVD, MOBILE, AL 36606 |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| MANAS, MICHAEL JOHN | OWNER | [redacted] |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| [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 | RAMP ENTERPRISES INC | COTTAGE HILL PACKAGE STOR | 6376 COTTAGE HILL ROAD, MOBILE, AL 36609 |
| | RAMP ENTERPRISES INC | SEASIDE LIQUOR 1 | 01 PERDIDO BEACH BLVD, ORANGE BEACH, AL 36 |
| | RAMP ENTERPRISES INC | HAVANA REY'S CIGAR SHOF | 2351 AIRPORT BLVD, MOBILE, AL 36606 |

## Power of Attorney (POA) Information

**Copy of Driver's License Must Be Provided for each Person**

| Full Name (Last, First, Middle) | Title | Date of Birth | Driver's License (State, Number) |
|---|---|---|---|
| N/A | | | |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code | Phone Number |
|---|---|---|---|---|
| | | | | |

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

# City of Mobile ABC Licensing & Compliance Application

## CERTIFICATION and SIGNATURE

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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.

ASM — 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 |
|---|---|
| Andrew Manas | 04/06/2026 |
| **Owner/Applicant/POA Signature** | **Title of Person Signing this Application** |
| Andrew Manas | Owner |

Sworn to and subscribed before me this day of 20 26

| Notary Person Printed Name | Notary Person Signature | My Notary Commission Expires |
|---|---|---|
| Tara Lynn Harris | Tara Lynn Harris | February 11, 2030 |

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

# 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 |
|---|---|---|---|---|---|
| 03/26/2026 | NEW APPLICATION | 2026 - 5696 | 129890 | 6 | April 14, 2026 |

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage and/or consumable hemp product(s) license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

RAMP ENTERPRISES INC

Trade Name (DBA)

COTTAGE HILL PACKAGE II

Location Address

9124 COTTAGE HILL ROAD SUITE 100

City, State, Zip Code

MOBILE AL 36695

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| ANDREW S. MANAS | PRESIDENT | NO | [redacted] | |

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

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

# 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:

RAMP ENTERPRISES INC

dba COTTAGE HILL PACKAGE II

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

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

9124 COTTAGE HILL ROAD SUITE 100 , 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 14, 2026 for application number 2026 - 5696

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.

Andrew Manas

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

# PUBLIC NOTICE!

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**RAMP ENTERPRISES INC**

Trade Name (DBA)

**COTTAGE HILL PACKAGE II**

Location Address

**9124 COTTAGE HILL ROAD SUIT**

Zip Code

**36695**

Application Number

**2026 - 5696**

Notice Post Date @ Location

**03/26/2026**

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 14, 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

Andrew Manas

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.

# PUBLIC NOTICE!

MOBILE
ALABAMA

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**RAMP ENTERPRISES INC**

Trade Name (DBA)

**COTTAGE HILL PACKAGE II**

Location Address

**9124 COTTAGE HILL ROAD SUIT**

Zip Code

**36695**

Application Number

**2026 - 5696**

Notice Post Date @ Location

**03/26/2026**

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 14, 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

Andrew Manas

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260312144653731**

**Type License:** 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

**Trade Name:** COTTAGE HILL PACKAGE II
**Filing Fee:** $50.00

**Applicant:** RAMP ENTERPRISES INC
**Transfer Fee:**

**Location Address:** 9124 COTTAGE HILL RD STE 101 MOBILE , AL 36695

**Mailing Address:** 6376 COTTAGE HILL RD MOBILE, AL 36609

**County:** MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

**Product Type:** 03 **Type Ownership:** CORPORATION

**Book, Page, or Document info:** 6113 1690

**Do you sell Draft Beer?:** N/A

**Date Incorporated:** 01/22/2007 **State incorporated:** AL **County Incorporated:** MOBILE

**Date of Authority:** 01/22/2007

**Federal Tax ID:** 20-8234313 **Alabama State Sales Tax ID:** R000826538

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|---|---|---|---|
| [redacted] | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? N/A

Does ABC have any actions pending against the current licensee? N/A

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? N/A

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260312144653731**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? N/A

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? N/A

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? N/A

**Contact Person:** ANDREW MANAS
**Business Phone:** [redacted]
**Fax:**

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260312144653731

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

Name of Property owner/lessor and phone number: BICKLEY STATION LLC 904-509-3938

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Does the establishment have restroom facilities? N/A

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

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 2200

Display Square Footage: 800

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION

**Confirmation Number:** 20260312144653731

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION

**Confirmation Number:** 20260312144653731

**Initial each** | **Signature page**

| Initial each | |
|---|---|
| ASM | In reference to law violations, I attest to the truthfulness of the responses given within the application. |
| ASM | In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. |
| ASM | 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. |
| ASM | 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. |
| ASM | 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. |
| ASM | 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): Andrew S. Manns

Signature of Applicant: Andrew S Manns

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/26/29

**Application Taken:** 3/12/26 **App. Inv. Completed:**
**Submitted to Local Government:**
**Received in District Office:** **Reviewed by Supervisor:**
**Forwarded to District Office:**
**Received from Local Government:**
**Forwarded to Central Office:**

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION

**Confirmation Number:** 20260312144653731

**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: 9124 COTTAGE HILL RD MOBILE

| Legal Business Name: | dba: | Address: |
|---|---|---|
| Parkway Package, Inc. | Cottage Hill Package Store | 6376 Cottage Hill Rd, Mobile, AL 36609 |
| Parkway Package, Inc. | Seaside Liquor 1 | 25601 Perdido Beach Blvd, Orange Beach, AL 36561 |
| Ramp Enterprises, Inc. | Seaside Package 1 | 26651 Perdido Beach Blvd, Ste B, Orange Beach, AL 36561 |
| Ramp Enterprises, Inc. | A to Z Beverage | 4575 Orange Beach Blvd, #101, Orange Beach, AL 36561 |
| Ramp Enterprises, Inc. | Seaside Package 2 | 500 W Beach Blvd, Gulf Shores, AL 36542 |
| Ramp Enterprises, Inc. | Seaside Liquor 3 | 3735 Gulf Shores Pkwy, Gulf Shores, AL 36542 |
| Ramp Enterprises, Inc. | Havana Rey's Cigar Shop & Lounge | 2351 Airport Blvd, Mobile, AL 36606 |
| Ramp Enterprises, Inc. | Seaside Liquor 4 | 25751 Perdido Beach Blvd, Ste A8, Orange Beach, AL 36561 |
| Ramp Enterprises, Inc. | Cottage Hill Package II | 9124 Cottage Hill Rd, Ste 101, Mobile, AL 36695 |
| Ramp Enterprises, Inc. | Cottage Hill By the Bay | 9869 State Hwy 104, Stes B&C, Fairhope, AL 36532 |

CHP2

# SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (the "Lease") is made and entered into as of the 16 day of February, 2022 by and between **CHM MOBILE, LLC**, an Alabama limited liability company, or assigns (referred to as "Landlord"), and **RAMP ENTERPRISES INC.**, an Alabama corporation (referred to as "Tenant");

## SUMMARY SECTION

| | |
|---|---|
| Landlord's Address: | **CHM MOBILE, LLC**<br>6312 Kingston Pike<br>Suite C<br>Knoxville, Tennessee 37919<br>[redacted] |
| Tenant's Address: | **RAMP ENTERPRISES INC.**<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609<br>[redacted] |
| Shopping Center: | Bickley Station |
| Premises: Suite: | 101 and 103 (partial) |
| Size: | 2,200 square feet |
| Street Address: | 9124 Cottage Hill Rd Ste 101<br>Mobile, AL, 36695 |
| Term of Lease (Base Term): | Five (5) years after the Rent Commencement Date |
| Renewals: | Two (2) optional renewal terms of Five (5) years each |
| Landlord's Work and Tenant's Work: | **See Exhibit C.** Unless otherwise expressly set out in **Exhibit C**, Landlord shall deliver the Premises "As Is". |
| Rent Commencement Date: | The earlier of (i) One Hundred Twenty (120) days following the Delivery Date or (ii) the date Tenant opens for business to the general public. |
| Delivery Date: | The date Landlord delivers possession of the Premises with Landlord's Work substantially complete. The estimated Delivery Date shall be on or about July 31, 2022. In the event the Delivery Date has not occurred by October 31, 2022, either party shall have |

the right to terminate this Lease upon thirty (30) days written notice to the other.

Initial Minimum Rent: $57,200 per year

Initial Minimum Rental Monthly Installment: $4,766.67

| Rent Increase Schedule: (if and as renewed) | Period | Annual Minimum Rent |
|---|---|---|
| | Years 1-5 | $57,200 ($26.00 psf) |
| First Renewal Term | Years 6-10 | $59,400 ($27.00 psf) |
| Second Renewal Term | Years 11-15 | $63,800 ($29.00 psf) |

Pro-rated Expenses: Tenant shall be responsible for its Pro-Rata Share of real estate taxes, insurance premiums and Common Area maintenance expenses. Tenant's current estimated Pro Rata Share (Premises square footage divided by share of the total leasable square footage in the Shopping Center) is ___%. Initially, Tenant's annual Estimated Share shall be $1.25 per square foot for Common Area maintenance expenses; $3.00 per square foot for real estate taxes; and $0.25 per square foot for insurance premiums.

Use of Premises: The operation of a liquor store selling beer, wine, liquor, and cigars for off-premises consumption or use only, and other ancillary goods and products such as ice, mixers and non-alcoholic beverages; provided, however, that no more than four hundred (400) square feet of the leasable floor area of the Premises shall be devoted to the display and retail sale of beer and wine for off-premises consumption, which four hundred (400) square feet of leasable floor area shall include one-half of the aisle space adjacent to the display area for such beer and wine (excluding areas in the Premises in which customers are not permitted access, such as portions of coolers or cold storage areas located behind the display area for such beer and wine); provided further that such use is subject to the Publix Use Waiver (defined below) and special provisions described in **Exhibit D**. See **Exhibit D** for special Use provisions.

Publix Use Waiver: The parties acknowledge that a written use waiver (the "Publix Use Waiver") by Publix Alabama, LLC ("Publix") is required for Tenant to operate the Premises for its intended use. The Publix Use Waiver is substantially the same as the form attached hereto as **Exhibit G**. Tenant acknowledges and agrees that Tenant will be bound by the terms of the Publix Use Waiver. In the event Tenant violates the Publix Use Waiver, Tenant shall protect, indemnify and save Landlord harmless from and against all and any liability and expense of any kind, including reasonable attorney's fees, arising from Tenant's breach of the Publix Use Waiver. In the event Tenant violates the Publix Use Waiver, Tenant acknowledges and agrees that Landlord may obtain an injunction or other equitable relief

prohibiting such violation, without the necessity of posting bond, in addition to any other remedies provided herein, it being understood and agreed that monetary damages only would not be adequate relief. Tenant shall pay for any legal fees charged by Publix to draft the Publix Use Waiver. In the event a satisfactory (in the sole discretion of Tenant and Landlord) Publix Use Waiver is not received by the parties within ninety (90) days of this Lease (the "Approval Period"), either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other, and, upon said termination, Landlord shall refund to Tenant any advanced Rent or Security Deposit.

Termination Option: The parties acknowledge that Publix has the right under its lease to engage in the retail sale of distilled spirits for "off-premises" consumption, including the operation of a liquor store (collectively, the "Publix Liquor Store Use"). In the event Publix, or its successors or assigns, exercises its right to engage in the Publix Liquor Store Use within the Shopping Center, Tenant shall have the option to terminate this Lease by providing Landlord with ninety (90) days prior written notice of Tenant's exercising its option to terminate; provided, however, that such option must be exercised by written notice given within ninety (90) days after Publix, or its successors or assigns, commences (a) the retail sale of distilled spirits to the general public for "off-premises" consumption or (b) the operation of a liquor store. In the event Tenant elects to terminate this Lease in accordance with the terms of this paragraph, this Lease shall terminate and the Term shall come to an end effective as of the date which is ninety (90) days from the date of Tenant's termination notice (the "Termination Date") and all rights and obligations of the parties hereunder shall terminate as of the Termination Date (except those which expressly survive the expiration or earlier termination of this Lease). On or before the Termination Date, Tenant shall vacate and surrender the Premises in the condition required under Section 10 hereof.

Tenant's Trade Name: _____

Signs: Tenant shall have the right to install exterior Premises signage, including colors and logos, on the façade of the Premises, subject to local codes and ordinances. All signage must adhere to the Bickley Station sign criteria and be reviewed and approved by Landlord prior to installation, such approval not to be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary herein, Tenant shall not place any signage, window clings, posters, banners, or other promotional items (other than Tenant's name and logo, contact information, and hours of operation, and any postings or notices required by law) on the windows and doors (inside and outside) of the Premises; provided, however, Tenant may place signage on the inside of the windows of the Premises so long as such signage is located six (6) feet or more above ground level (as shown on the photographs attached as Exhibit B to the Publix Use Waiver).

Pylon Sign Panel: **If applicable:** Tenant shall have the right to place a panel (two-sided) on the Shopping Center Pylon Sign(s) in the space(s) as indicated on **Exhibit E** attached hereto, if any. The panel shall identify Tenant's business operated in the Premises. The design, materials and artwork on the panel(s) shall be subject to Landlord's prior written approval, not to be unreasonably withheld. Tenant shall be responsible for installing and maintaining its panel in good order and condition. Tenant shall pay, as additional rent, its pro-rata share of the costs and expenses of maintaining, insuring, repairing, replacing, and providing utilities for the Pylon Sign(s). For the purpose of this provision, Tenant's pro-rata share shall be the ratio of the size of Tenant's panel to the total panel sizes for all other sign occupants and the Shopping Center identification signage, which percentage is _____%.

Security Deposit: $4,766.67
See **Exhibit F**

Tenant Improvement Allowance: N/A

Guarantor(s): _____

Broker(s): Tenant represents that it has worked with no broker except Alex Quinn ("Landlord's Broker"), who is representing the Landlord in this transaction. The commissions for Landlord's Broker are payable by Landlord pursuant to a separate commission agreement between Landlord and Landlord's Broker.

The foregoing Summary Section provisions are subject to the full terms and provisions as set forth below.

WITNESSETH:

1. **Premises:** Landlord hereby leases to Tenant, and Tenant leases and accepts from the Landlord the "Premises" located in the "Shopping Center" as said terms are defined and described in the Summary Section.

Landlord will perform the construction work, if any, and deliver the Premises in the condition as described on **Exhibit C** attached hereto. Upon Tenant's acceptance of the Premises, Tenant shall be deemed to have inspected the Premises and waived any representations or warranties of Landlord with regard to the Premises. Notwithstanding the foregoing, Landlord will take commercially reasonable steps to enforce any warranties which it has received from third parties with regard to the Premises in the event of construction defect.

The term "Center" or "Shopping Center," for the purposes of this Lease, shall mean the development, including parking facilities, common facilities, and the like, described in the Summary Section and shown on the site plan attached hereto as **Exhibit A** and incorporated herein by reference, known as Lot 1 as shown on the survey titled "Jacqueline Square", recorded as Instrument Number 2020077450 of the records in the Office of the Judge of Probate, Mobile, Alabama, as described in **Exhibit B** (the "Plat"). The Premises are a portion of the Center and consist of retail space within the Shopping Center specified in the Summary Section. The "Outparcels" for the purposes of this Lease shall mean those certain parcels known as Lots 2, 3 and 4 as shown on the Plat.

The term "Common Areas" means parking areas, driveways, entrances and exits thereto, service roads, loading facilities, sidewalks, ramps and landscaped areas designed for shared or common use by tenants in the Shopping Center. Common Areas shall also include (without limiting the same) underground utilities, sewers, drains, and any other facilities provided for the general beneficial use of the tenants or other occupants of the Center. All Common Areas shall at all times be subject to the exclusive control and management of (a) Landlord to the extent the Common Areas are part of the Shopping Center; or (b) such other third party as may applicable if the Common Areas are off-site. Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of the Common Areas. The Tenant shall have the right, in common with the other tenants and occupants in the Center, to the non-exclusive use of the Common Areas, subject to the terms of the instruments described in **Exhibit B**, which Tenant acknowledges and agrees to comply with at all times. The Premises do not include any portion of the Common Areas of the Center including, without limitation, the sidewalk in front of the Premises and the service area to the rear of the Premises. Tenant shall not use the Common Areas adjacent to the Premises for sale or display of merchandise without the prior written consent of Landlord. No merchandise, equipment or services, including vending machines, promotional devices and similar items, may be displayed, offered for sale or lease, or stored within the Common Area. Landlord shall have the exclusive right at any and all times to close any portion of the Common Areas to make repairs, changes or additions thereto, and to change the size, area or arrangement of the parking areas or the lighting thereof, and to enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines. Tenant and its employees shall park their motor vehicles in such areas as Landlord shall from time to time designate as employee parking areas. Should Tenant fail to cause its employees to park as provided, Landlord shall have the right to tow such violating vehicles at Tenant's expense at any time after the second written notice of violation. Tenant shall furnish to Landlord upon request a complete list of license numbers and vehicle descriptions of all automobiles operated by Tenant or its employees, subtenants, licensees or concessionaires. Non-operative vehicles are not permitted at the Center. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant,

for storage, or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter. Tenant agrees that all loading and unloading shall be conducted only in and through such areas designated for such purposes by Landlord and conducted so as not to interfere with businesses of the other tenants in the Center, nor will Tenant unreasonably block or obstruct any portion of the Common Areas, or use any portion of the Common Areas for permanent or temporary storage, without the prior written consent of Landlord. Tenant shall use only the trash and garbage receptacles as designated by Landlord and only for waste generated in the ordinary course of Tenant's business. In the event the Center is under construction, Landlord reserves the right to relocate the Tenant to another suite provided such suite is the same size and in relatively the same location.

2. **Term:**

(a) **Base Term and Rent Commencement Date:** The initial term of this Lease shall be for the "Base Term" as stated in the Summary Section, from the Rent Commencement Date herein provided unless sooner terminated hereby. The terms and provisions of this Lease shall be effective as of the execution of this Lease, other than the commencement of rent and the calculation of the Base Term. The Base Term, and Tenant's obligation to pay Minimum Rent and Additional Rent, shall commence on the "Rent Commencement Date" as set out in the Summary Section. Notwithstanding, in the event the Rent Commencement Date does not occur on the first day of the month, then rent shall commence on the first day of the month next succeeding. However, the Tenant shall pay rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first (1st) day of the month when the term commences, and thereafter the rent shall be paid in equal monthly installments in advance on the first day of each month during the term of this Lease. Tenant shall pay any rental payment for a fractional month on the first (1st) day of the month succeeding such fractional month. The term "Lease Year" means the twelve (12) month period beginning on the Rent Commencement Date, and each twelve (12) month period thereafter. Notwithstanding any other provision contained herein, if the Rent Commencement Date has not occurred within eighteen (18) months after the date of this Lease, either party may terminate this Lease and, in such event, no party shall have any further liability to the other party.

(b) **Early Entry:** In the event that Tenant is given access to the Premises prior to the Delivery Date for the purpose of installing fixtures or for any other purpose permitted by Landlord, such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Delivery Date had occurred. Further, it is specifically agreed and understood that Tenant shall pay all charges for water, electricity and all other utilities serving the Premises from the date upon which Tenant is notified that the Premises are available for Tenant's Work (or from the date when Tenant commences to perform Tenant's Work, if earlier) until the Rent Commencement Date.

(c) **Renewal Terms:** If Tenant has complied with all of the terms and provisions of this Lease, is not in default in any respect hereunder, and has not been in default at any time during the term beyond the applicable cure period, the Tenant shall have the option to lease the Premises after the termination of the Base Term for the number and length of the renewal Terms described in the Summary Section, if any, upon the same terms and conditions set forth herein, except as may be otherwise expressly provided herein, and subject to Minimum Rent increases as set out in the Summary Section. Tenant shall exercise any such option by giving notice to Landlord in writing by certified mail, return receipt requested, not less than one hundred eighty (180) days before the expiration of the Base Term or prior renewal term, as applicable. The term "term" as used herein shall include the Base Term and any renewals or extensions in accordance herewith.

3. **Minimum Rent:** Tenant shall pay to the Landlord as Minimum Rent the amounts specified in the

Summary Section, without deduction notice, set-off or demand.

4. **Pro-rata Share of Real Estate Taxes, Insurance Premiums and Common Area Maintenance Expenses:** Tenant shall remit to Landlord as Additional Rent its Pro-Rata Share, as hereinafter defined, of real estate taxes, insurance premiums, and other Common Area maintenance expenses incurred by the Landlord in connection with the ownership and operation of the Shopping Center. Tenant's Pro-Rata Share shall be a fraction, the numerator of which shall be the number of square feet in the Premises and the denominator of which shall be the total number of leasable square feet in the Shopping Center. Tenant shall pay its Pro-Rata Share of the above expenses within twenty (20) calendar days after delivery of a bill therefor.

The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied, accrued or assessed during Tenant's occupancy against the Shopping Center (land, buildings and improvements), assessment and taxes based on gross rentals, and other taxes arising out of the use and/or occupancy of the Premises imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center (including expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or seeking to prevent an increase in any such tax(es) or assessment(s)), but shall exclude franchise, capital stock, estate or inheritance taxes personal in nature to Landlord.

In addition to Tenant's proportionate share of real estate taxes, Tenant shall pay any and all sales, excise, gross receipts and other taxes (not including, however, Landlord's income taxes) levied, imposed, accrued or assessed during Tenant's occupancy by the state in which the Shopping Center is situated or any political subdivision thereof or other taxing authority (be it federal, state, local or otherwise) upon any amounts payable hereunder.

The term "insurance premiums" shall mean the premiums charged for fire and extended coverage insurance on the Shopping Center and improvements constructed and/or installed by the Landlord in the Center and for rent insurance thereon, together with premiums charged for liability insurance on the Common Areas in the Shopping Center, and any other reasonable insurance costs incurred in the normal course of business.

The term "Common Area maintenance expenses" shall mean the total cost and expense incurred in operating, maintaining, replacing, cleaning and repairing the Common Areas of the Shopping Center, including, without limitation, landscaping and gardening, maintenance, repair and replacement of the parking lot, line painting, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage, the cost of personnel to implement such services and to direct parking and to police the Common Areas, music or other communication systems for the Shopping Center and a reasonable sum to cover the management costs relative to the operation of the Common Areas and the Shopping Center. Costs of capital expenditures or replacements shall be amortized over the life of the repair or replacement in accordance with generally accepted accounting principles and these annual amortization costs shall be included within Common Area maintenance expenses. Tenant shall be solely responsible for expenses directly related to its particular use of the Premises (such as extra garbage disposal for a restaurant) and any Common Area maintenance expenses incurred due to its particular use which are over and above the ordinary course of business for the Center. Notwithstanding anything herein to the contrary, management costs shall be assessed based upon the Minimum Rent payable by Tenant, not Tenant's Pro Rata Share as defined above. Additionally, Common Area maintenance expenses shall include (a) any costs or expenses assessed against the Shopping Center for off-site facilities that provide a common benefit for owners or occupants of the Shopping Center (such as utility pump stations and landscaping in the medians of public streets, by way of example only) to the extent Landlord is

required to pay such assessments or expenses based on its ownership of the Shopping Center; (b) the cost of re-painting the exterior of the Shopping Center; and (c) the cost of trash and waste removal relating to common trash/waste receptacles.

5. **Estimation of Taxes, Insurance and Common Area Maintenance Charges:** Landlord may, at its option, estimate for each succeeding calendar year the Tenant's Pro-Rata Share of the expenses enumerated in Section 4 hereof ("Tenant's Estimated Share"). Landlord may require the Tenant to pay, with each monthly installment of rent for such succeeding calendar year, one-twelfth (1/12) of the Tenant's Estimated Share. Landlord may, at any time and from time to time, revise the amount due as Tenant's Estimated Share to cover any increase not previously factored into the annual estimate of Tenant's Pro-Rata Share. Upon Tenant's receipt of a revision to Tenant's Estimated Share, Tenant shall pay Landlord, as Additional Rent, the revised amount. Within ninety (90) days after the expiration of such calendar year, the Landlord shall forward to the Tenant an itemized statement showing the Tenant's actual share of such expenses ("Tenant's Actual Share"). Landlord's failure to provide an itemized statement within such ninety (90) day period shall not excuse Tenant from its obligation to pay its pro rata share of the expenses enumerated in Section 4 hereof or constitute a waiver of Landlord's right to bill and collect such pro rata share from Tenant in accordance with this Section. Should the Tenant's Actual Share differ from the Tenant's Estimated Share, then, within thirty (30) days after the date of Landlord's itemized statement, either Landlord shall refund to Tenant any amount paid in excess of the Tenant's Actual Share (or apply it as a credit for such expenses for the next succeeding Lease Year, if applicable), or Tenant shall remit to Landlord any amount by which the Tenant's Estimated Share was deficient. Initially, Tenant's Estimated Share shall be the amount stated in the Summary Section.

6. **Tenant's Use and Operation:** The Premises shall be used and occupied by Tenant solely for the use described in the Summary Section ("Tenant's Use" or the "Use"), and for no other use without Landlord's prior written consent. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy of the Premises, and shall not violate in any manner any of the exclusive or restrictive use rights of record affecting the Center or granted by Landlord to any other occupants in the Shopping Center, or in any outparcels to the Shopping Center, which exclusive or restrictive use provisions are available for Tenant inspection. Tenant agrees that it will occupy and utilize the entire Premises in the active conduct of its business for the permitted Use and will keep its place of business in the Center open continuously during the term of this Lease on such days and for such hours as shall be compatible with the other stores in said Center, and will not cease operations in said Premises without the express written consent of the Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of the Tenant. Tenant shall carry at all times in the Premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce maximum gross sales. Tenant shall not conduct or permit any fire, bankruptcy, auction or "going out of business sale" (whether real or fictitious) in the Premises, or utilize any unethical method of business operation.

Special Use Provisions and restrictions are set out on **Exhibit D** attached hereto.

Tenant, at Tenant's sole expense, shall keep and maintain the Premises in a neat and clean condition and shall operate its business on the Premises in a professional, first class manner, with an interior décor installed and maintained in keeping with first class Shopping Center occupants.

Tenant shall not suffer, allow or permit any obnoxious or unreasonable vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the

safety, comfort or convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. If Tenant's patrons litter or damage the Common Areas of the Center, or any other premises, Tenant shall be responsible for the prompt disposal of such litter or prompt repair of such damage. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant shall immediately remove or control the same. Tenant shall not use or occupy the Premises or do or permit anything to be done which shall prevent Landlord from obtaining at standard rates any insurance required or desired.

7. **Utilities:** Tenant shall pay promptly, as and when the same shall become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, air conditioning, ventilating, lighting systems, sprinkling systems and other utilities supplied to Tenant or the Premises. Tenant shall transfer all separately metered services into Tenant's name upon the request of Landlord. Landlord shall not be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption, or defect in the supply or character of any utilities furnished to the Premises, regardless of its duration, or if the quantity or character of the utilities supplied by the local utility service provider(s) is no longer available, sufficient or suitable for Tenant's requirements.

Any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability in utilities or utility service shall not: (i) constitute an actual or constructive eviction of Tenant, in whole or in part; (ii) entitle Tenant to any abatement or diminution of Minimum Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease; (iii) relieve or release Tenant from any of its obligations under this Lease; or (iv) entitle Tenant to terminate this Lease.

8. **Signs:** Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Further, all signs of Tenant visible from the Common Areas of the Shopping Center (wherever inside or outside the Premises) shall be subject to Landlord's prior written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with any sign criteria provided by Landlord to Tenant and with applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. Tenant shall have the right to signage on a common pylon or monument sign, if and to the extent described in the Summary Section. Tenant's exterior signage as depicted on **Exhibit E**, if any, is approved by Landlord, and may be installed by Tenant as part of Tenant's Work.

9. **Tenant's Duty to Repair; Alterations:** Except for the repairs to be performed by Landlord, Tenant, at Tenant's sole expense, shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior portion of all doors, plate glass, store front, all plumbing and sewage facilities within the Premises including free flow up to a common sewer line, fixtures, heating and air conditioning, and electrical systems exclusively serving the Premises (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings, meters applicable to Tenant's Premises, and all installations made by Tenant under the terms of this Lease and any Exhibits thereto, as herein provided. Tenant shall replace all filters on the heating and air conditioning equipment on a timely basis and shall engage a third party contractor to perform regular maintenance as recommended by Landlord or the manufacturer's specifications. Tenant shall provide Landlord with a copy of a current maintenance contract and/or copies of maintenance reports for the heating and air conditioning equipment. Notwithstanding the foregoing, Landlord

reserves the right to contract on behalf of the Tenant for on-going maintenance and repair of heating and air conditioning equipment, and any charges incurred by Landlord for such maintenance and repair shall be paid by Tenant as Additional Rent.

Tenant covenants and agrees that it will keep the Premises, sidewalks and all Common Areas adjoining the Premises clean and free from obstruction, rubbish, dirt, snow and ice. Tenant shall place all trash, rubbish and garbage in a proper closed receptacle and shall pay all costs incident to the removal thereof (which may be assessed as Common Area maintenance expenses, at Landlord's option). Tenant will, at Tenant's own expense, take such steps as shall be necessary to keep the Premises free of termites, roaches, rodents, insects, and other pests and will hold Landlord harmless from any damage caused thereby.

Tenant shall not make any structural or exterior alterations to the Premises without securing the Landlord's prior written consent, such consent to be in Landlord's sole discretion. No improvements or alterations are required as consideration for this Lease, except as otherwise expressly provided herein. Tenant shall be permitted to make interior, non-structural changes without Landlord's prior written consent so long as such changes do not exceed Ten Thousand and No/100 Dollars ($10,000.00) in each such instance. Tenant, at Tenant's sole expense, shall be responsible to secure all permits and approvals required in connection with any alterations desired to the Premises and shall submit plans to Landlord for approval prior to making any such improvements, alterations or repairs to the extent Landlord's approval is required. With regard to any of Tenant's Work, including initial build-out and fixtures, Tenant shall provide Landlord with a full set of plans and specifications for any such work. Tenant will not commence any such work until Landlord has approved said plans and specifications in writing. Tenant shall use the roofing contractor designated and/or approved by Landlord to make any and all roof penetrations. Tenant shall be responsible for any and all work required to reinstate Landlord's roof warranty and/or repair any and all leaks or other damage associated with Tenant's roof penetrations. Tenant shall keep and maintain the Premises in accordance with all directions, rules and regulations (including but not limited to Title I and Title III of the Americans with Disabilities Act of 1990 (ADA), Fair Housing Act of 1988 (FHA), if applicable, or other similar statute) of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Premises and all appurtenances thereto.

Tenant shall save Landlord harmless on account of claims for mechanics', materialmen's, or other liens in connection with any work by Tenant, and any such liens shall exist only against Tenant's leasehold interest. Tenant will discharge any lien or claim for payment filed against the Center or any part thereof for work done for Tenant or materials furnished to Tenant, within thirty (30) calendar days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord, Landlord may at its option bond or discharge such lien or claim, in which event Tenant agrees to pay Landlord the amount of the lien or claim thus discharged by Landlord, plus any fees or expenses incurred by Landlord in connection therewith, which amount will be deemed to be Additional Rent. Further, if Tenant fails to keep this covenant, Landlord may, at its option, terminate the Lease on thirty (30) calendar days written notice to Tenant. Prior to the commencement of Tenant's Work, Tenant will, if requested by Landlord, furnish Landlord with a copy of the performance and payment bond provided by Tenant's contractor, in form and substance satisfactory to Landlord, naming Landlord, Landlord's lessor (if any), Landlord's management company, and any holder of the mortgage or deed of trust secured by the Shopping Center, as required thereunder, and indemnifying said parties from any liens or claims for payment arising from Tenant's work, including reasonable attorney's fees and costs. The bond will be issued by a surety reasonably satisfactory to Landlord and will be in an amount at least equal to the value of

Tenant's Work as reasonably determined by Landlord.

10. **Surrender of Premises and Holding Over:** At the termination of the Base Term, or any renewal term thereof, Tenant shall deliver the Premises in the same condition as received by it on the Delivery Date (subject to the removals hereinafter required), reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination locks, safes and vaults, if any, in the Premises. Tenant, prior to the end of the term, shall remove all its trade fixtures, and, to the extent required by Landlord by written notice, any other installations, alterations or improvements, before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused by removal of such items. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term. Any items remaining in the Premises on the termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord.

In addition to the foregoing, within fifteen (15) calendar days after the expiration or sooner termination of the term of this Lease, Tenant shall remove all of its interior and exterior signage, and all installations appurtenant thereto, including electrical hook-ups, and the Premises and Center shall be restored to its condition before the installation of such signage. Tenant shall also have its sign application (e.g., vinyl lettering) removed from any pylon or monument signs serving the Center. In the event Tenant fails to remove any such signage and to restore the Premises, Center and pylon/monument signage as required herein, Landlord, without further notice to Tenant, may remove and restore at Tenant's sole cost and expense. Tenant shall pay such removal and restoration costs within ten (10) calendar days after receipt of Landlord's invoice therefore. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term.

If Tenant shall default in surrendering the Premises, Tenant's occupancy subsequent to such expiration or termination, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, except that Minimum Rent shall be twice [200%] the amount payable in the last year of the Base Term, or any renewal term thereof, unless the parties have agreed otherwise in writing, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

11. **Landlord's Duty to Repair:** Landlord shall keep and maintain in good repair the foundation, exterior walls and roof of the Premises and the structural portions of the Premises which were installed by Landlord, exclusive of doors, door frames, door checks, windows, and window frames located in exterior building walls. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Premises and appurtenance. Any of the foregoing repairs required to be made by reason of the negligence of Tenant, its agents, etc., as above described, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this Section.

12. **Liability of Tenant; Insurance:** Tenant shall protect, indemnify and save Landlord harmless from and against all and any liability and expense of any kind, including reasonable attorney's fees, arising from injuries or damages to persons or property in, on or about the Premises, the Shopping Center or the Common Areas arising out of or resulting in any way from any act or omission of Tenant, its agents, invitees, servants and employees, in the use of the same during the term of this Lease. Tenant's obligation under this Section of this Lease to indemnify, defend, and hold harmless shall include any loss, cost, claim, or liability incurred by Landlord as a result of Tenant's breach or purported breach of Tenant's obligations under Title I and Title III of ADA, FHA, if applicable, or

other similar statute. If this instrument is executed by more than one tenant, the obligations of such tenants shall be joint and several.

Tenant shall keep in force throughout the Term: (a) a Commercial General Liability Insurance policy or policies covering the Premises and the use and occupancy of the same with a limit of not less than $2,000,000.00 per occurrence and not less than $2,000,000.00 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury, property damage liability, personal injury, and $1,000,000.00 products/completed operations aggregate; and (b) all Risk or Special Form coverage protecting Tenant against loss of or damage to all personal property, decorations, trade fixtures, furnishings, equipment, improvements, plate glass, and all contents within the Premises to the full replacement value of the property so insured; and (c) such other insurance on the Premises and Tenant's operation thereof, as reasonably requested by Landlord.

Each of the aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord, Landlord's mortgagee, and Landlord's managing agent as additional insureds; (c) be issued by an insurance company or companies licensed to do business in the State where the Premises are located and with a minimum AM Best (or such other equivalent) rating of "A:VII"; and (d) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Landlord or Landlord's managing agent; and evidence of such insurance shall be delivered to Landlord or Landlord's managing agent by Tenant upon the Delivery Date and at least thirty (30) days prior to each renewal of said insurance.

Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation, including liability under any applicable structural work act, and such other insurance as Landlord and Landlord's managing agent shall reasonably require; and evidence of such insurance must be delivered to Landlord or Landlord's managing agent prior to the commencement of any such Work.

Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Premises shall be increased by reason of any use of the Premises made by the Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.

Tenant agrees that if any improvements or property owned by it and located in, on or about the Premises shall be damaged or destroyed by any peril, including, but not limited to, fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness, Landlord and the other tenants or occupants in the Center shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in, on and about the Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its rights of subrogation (including deductibles) against Landlord and other such persons.

13. **Damage or Destruction by Fire or Other Casualty:** If at any time, the Premises become totally untenantable by reason of damage or loss by fire or other casualty and such fire or other casualty shall not have been caused by the negligence or wrongful act or omission of Tenant, Tenant's servants, agents, licensees, or invitees, the Minimum Rent shall abate until the Premises shall have

been restored to tenantable condition, but nothing herein is to be construed as requiring Landlord to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenantable, Tenant shall continue to occupy same or the tenantable portion thereof, and the Minimum Rent shall abate proportionately in the ratio that the unusable portion bears to the entire Premises. In the event of a loss from fire or other casualty, Landlord shall have the right to elect not to rebuild or recondition the Premises, which election shall be exercised by written notice thereof to Tenant, given within ninety (90) calendar days from date of said loss. If Landlord exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Tenant shall pay the accrued rent up to the date of such loss, or Landlord, if the rent has been paid beyond such date, will refund to Tenant the proportionate part of any such rent prepaid, and thereupon this lease shall become null and void, with no further obligation on the part of either party hereto, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Tenant to surrender possession of the Premises, nor affect Tenant's liability for the payment of rent, except as specifically provided in this Lease. Tenant covenants and agrees to reopen for business in the Premises within thirty (30) calendar days after notice from Landlord that the Premises are ready for re-occupancy.

14. **Tenant Assignment and Subletting:** Tenant hereby acknowledges that Landlord has entered into this Lease in order to obtain the attraction of Tenant's specific trade name, the specific services and/or merchandising mix and product lines associated with Tenant's business and specific combination of Tenant's apparent operating expertise and financial integrity. Neither Tenant nor any court or officer thereof nor any receiver or trustee in bankruptcy shall assign, sublease, license, sell, transfer or in any way mortgage, pledge or hypothecate (collectively "Assign") all or any of (i) its interest in this Lease or (ii) its interest in and to the Premises or any part thereof (an "Assignment"), without Landlord's prior written consent in accordance with this Section. Landlord's consent may be withheld in Landlord's sole discretion. Whether or not Landlord grants consent, Tenant will pay Landlord's reasonable legal fees in connection therewith, which will be deemed to be Additional Rent.

If Landlord consents to an Assignment (or if the Lease is assigned without Landlord's consent), the terms and conditions of this Lease will in no way be waived or modified, including, without limitation, the Use which Tenant or its assignee may make of the Premises as set forth in Section 6 above, and Tenant will remain fully liable for all obligations under the Lease, including without limitation, those obligations arising before and after the Assignment. Further, any assignee shall expressly assume (and shall be deemed to have assumed) all of the Tenant's obligations under the Lease. Landlord's consent to an Assignment will not be deemed to consent to any further Assignment by either Tenant or an assignee.

For the purpose of this Lease, the term Assignment also includes the following, whether accomplished directly or indirectly: (i) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership interests or membership interests, in the aggregate, or the dissolution of the partnership or limited liability company; (ii) if Tenant is a closely held corporation (i.e., a corporation the stock of which is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation, or other reorganization of Tenant; and (iii) the sale or other transfer of more than fifty percent (50%) of the voting share of Tenant or the sale, mortgage, hypothecation or pledge of more than fifty percent (50%) of Tenant's net assets.

If Landlord or a court of competent jurisdiction should ever permit Tenant to assign its interest in this Lease, sell this Lease or sublet or license the Premises, or a portion thereof, for rentals in excess

of the rent reserved hereunder, Tenant shall pay the sales price or all of such excess rent (which amount shall equal the difference between the rent provided for herein and the excess rent) to Landlord as Additional Rent.

**15. Default and Remedies:**

**a. Events of Default:** At Landlord's option, Tenant will be in breach of this Lease and Landlord may declare a default upon the occurrence of any of the following events:

i. Failure by Tenant to pay in full any rent (including Minimum Rent or Additional Rent installments) payment or other sum payable hereunder within ten (10) calendar days of the date such payment is due;

ii. Failure by Tenant to perform any of the terms or conditions of this Lease, other than the payment of money, for a period of thirty (30) calendar days after notice thereof to Tenant by Landlord; provided however, that if such default is curable but cannot be cured within such thirty (30) calendar days, Tenant shall have an additional period of thirty (30) calendar days to cure such default so long as Tenant has begun such cure and diligently prosecutes the same to completion by midnight of the last day of such additional thirty calendar (30) day cure period;

iii. The insolvency of Tenant or any guarantor or the filing by Tenant or any guarantor of a voluntary petition in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the application by Tenant for, or the appointment with Tenant's consent or acquiescence of, a receiver or trustee of Tenant, or for all or a substantial part of the property of Tenant in, on or about the Premises, or of Tenant's interest in the Lease; the making by Tenant of any general assignment for the benefit of creditors of Tenant; or the inability of Tenant, or the admission of Tenant of the inability thereof, to pay the debts of Tenant as such mature;

iv. The filing of any involuntary petition against Tenant or any guarantor in bankruptcy or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, state or federal, now or hereafter existing; the involuntary appointment of a receiver or trustee of Tenant or for all or for a substantial part of the property of Tenant in, on or about the Premises, or of Tenant's interest in the Lease; or the issuance of attachment, execution or other similar process against any substantial part of the property of Tenant, and the continuation of any of the foregoing for a period of forty-five (45) days undismissed, unbonded, or undischarged; or

v. The abandonment of the Premises as a going business by Tenant for any period exceeding thirty (30) calendar consecutive days, regardless of whether Tenant continues to pay all rent.

vi. The Premises are materially damaged or destroyed by Tenant, its employees, agents or contractors.

vii. Tenant or any assignee or sublessee makes any use of the Premises other than that set forth in Section 6 hereof.

viii. Tenant does or causes to be done any unauthorized construction in the Center or the Premises, or Tenant deviates from the plans and specifications for Tenant's Work without the prior written approval of Landlord, or there exists any defective workmanship or materials in Tenant's Work, which deviations or defects are not corrected within thirty (30) calendar days after written

notice thereof.

ix. There exists any material written representation or warranty contained herein or any material written representation to Landlord concerning the financial condition or credit standing of either Tenant or any guarantor obligated to Landlord under any agreements guaranteeing performance of any of the obligations of Tenant which proves to be false or misleading.

**(b) Remedies:** Whenever any Event of Default shall have occurred, Landlord may, to the extent permitted by law, take any one or more of the following remedial steps.

i. Apply the security deposit specified in the Summary Section to Tenant's monetary obligations hereunder.

ii. Re-enter the Premises with or without terminating this Lease and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages resulting therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements.

iii. Repair, alter, remodel and/or change the character of the Premises as it may deem fit.

iv. At any time relet the Premises or any part or parts thereof, as the agent of Tenant or otherwise.

v. Terminate this Lease (but such termination will not release Tenant from any of its obligations contained in this Lease, including those for the balance of the term then in effect at the time of such default).

vi. Cure Tenant's default and assess against Tenant the cost of curing the default, as Additional Rent, which will be paid to Landlord within five (5) days after Landlord's delivery of a bill therefore.

vii. In the event Tenant violates any use restrictions, and fails to permanently cure such violation within thirty (30) days after written notice from Landlord, Landlord may obtain an injunction or other equitable relief prohibiting such violation, without the necessity of posting bond, in addition to any other remedies provided herein, it being understood and agreed that monetary damages only would not be adequate relief.

viii. Landlord may take whatever action is available to Landlord at law or in equity, and in connection with such actions, recover any and all damages available to Landlord for Tenant's violation or breach of this Lease.

No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. Any other provisions of this Lease notwithstanding, any reentry and repossession of the Premises by Landlord will be deemed a termination of Tenant's right to possession of the Premises only and not a termination of the Lease, unless the Lease is expressly terminated by the Landlord in writing by notice to Tenant. No delay or omission by Landlord to exercise any right or power accruing upon any default of Tenant shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by Landlord at any time, from time to time and as often as may be deemed expedient. In order to

entitle Landlord to exercise any remedy reserved to it hereunder, it shall not be necessary to give any notice, other than such notice as is expressly required by this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the Minimum Rent or Additional Rent herein stipulated will be deemed to be other than on account of the earliest stipulated rent, nor will any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedies provided in this Lease.

In the event Tenant shall become a debtor in a case filed under Chapter 11 of the Bankruptcy Code, or in a case filed under Chapter 7 or 13 of the Bankruptcy Code which is converted to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within sixty (60) calendar days from the date of the filing of the petition under Chapter 11 or conversion thereto, or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee and this Lease, upon the election of Landlord, shall terminate, but Landlord's right to be compensated for damages (including, without limitation, damages pursuant to this Lease) and reasonable attorneys' fees in any such proceeding shall survive whether or not the Lease is terminated.

**(c) Damages:** The exercise by Landlord of any right granted in Section 15(b) above does not relieve Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. If a default occurs, Landlord may recover from Tenant damages as set forth below, which damages are cumulative with and in addition to any other right or remedy allowed under any law or provisions of this Lease:

i. Upon termination of Tenant's right of possession or upon termination of the Lease, Tenant throughout the remaining term will pay Landlord, no later than the last day of each month during the term, the then-current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant, over the proceeds received by Landlord from reletting, if any. Any excess rent or sums received from renting the Premises by Landlord as a result of Tenant's default will remain the sole property of Landlord. In addition to all other damages, Tenant will also pay to Landlord its costs of reletting which include, but are not limited to, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorney's fees, and economic incentives given to a replacement tenant to enter into a lease.

ii. In the alternative and at Landlord's option in the event of termination of Tenant's right of possession or termination of the Lease, Landlord may recover from Tenant:

A. All unpaid rents and other charges as of the date possession is terminated. For purposes of this Subsection, "rents and charges" include without limitation Minimum Rent, Additional Rent, and any other amount due to Landlord by Tenant under this Lease; and

B. At Landlord's option, Landlord may accelerate future rent and recover the amount by which (a) all unpaid rents and charges which would have accrued under the Lease for the balance of the Base Term (or any exercised renewal term), up to two (2) additional years, exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for said period, discounted to present value at two percent (2%) over the then-current Federal Reserve Discount Rate; provided however, rent for the first six (6) months after termination shall not be discounted. For the purpose of this Subsection the "reasonable rental value of the Premises" will be

determined by Landlord taking into account, among other things, the condition of the Premises and market conditions in Landlord's reasonable discretion; and

C. Landlord's cost of reletting as defined in Subsection (c)(i) above; and

D. All other damages proximately caused by Tenant's failure to perform its obligations under this Lease as allowed by law or equity.

(d) **Mitigation of Damages:** Landlord is not required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor will Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the Premises, Landlord will be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

(e) **Collection and Attorney's Fees:** In the event that either party shall be required to take any legal action for the enforcement of any of the terms of this Lease, whether such employment shall require institution of collection, suit or other legal services required to secure compliance on the part of the defaulting party, the defaulting party shall be responsible for and shall promptly pay to the non-defaulting party the reasonable value of said collection costs, reasonable attorney's fees and expenses, court costs, and any and all other expenses incurred by the non-defaulting party as a result of such default.

(f) **Litigation:** WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, TENANT HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY. ANY CLAIM, RIGHT, OR DEFENSE BY TENANT THAT ARISES OUT OF THIS LEASE WILL BE BARRED UNLESS TENANT COMMENCES AN ACTION THEREON, OR INTERPOSES A DEFENSE BY REASON THEREOF, WITHIN ONE (1) YEAR AFTER THE DATE OF THE ACCRUAL OF SAID CLAIM, RIGHT OR DEFENSE.

(g) **Late Payments:** If Tenant fails to pay, when due, any sum payable hereunder, interest will accrue from the date such payment is due at the interest rate generally announced in the Wall Street Journal, or similar publication, as the prime rate, plus two percent (2%), and such interest together with a late charge of five cents ($0.05) per each dollar so overdue to cover the extra expense involved in handling such delinquency (not as a penalty) shall be paid by Tenant to Landlord at the time of payment of the delinquent sum. If there is no term such as prime rate utilized in the Wall Street Journal, or similar publication, then the rate most nearly similar to such shall be utilized. Landlord reserves the right to require payment in the form of cashier's check or money order after one or more of Tenant's checks have been returned by the bank unpaid.

16. **Condemnation:** If a portion of the Premises shall be taken for public improvements or otherwise under the exercise of the right of eminent domain, and the Premises shall continue to be reasonably suitable for the use which is herein authorized, then the rental herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Premises.

If the real estate hereby leased, or a part thereof sufficient to render the Premises substantially unfit for the use herein authorized, shall be condemned or acquired for public improvements or shall otherwise be taken in the exercise of the right of eminent domain, Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days prior written notice to Landlord, such notice to be given within sixty (60) days of the date of the taking, and Tenant shall be liable only for rents and other charges accrued and earned to the date of surrender of possession of the Premises to Landlord and for the performance of other obligations maturing prior to said date. Tenant shall not be entitled to terminate this Lease if Landlord promptly repairs or replaces any

facilities taken or damaged by the condemnation, which may include replacement of parking spaces, alternate access, etc.

Tenant shall not be entitled to participate in or receive any part of the damages or award which may be paid to or awarded Landlord by reason of a taking except where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute.

17. **Landlord's Right of Entry:** Landlord reserves the right at all reasonable times during the term of this Lease for Landlord or Landlord's agents, upon notice to Tenant, to enter the Premises for the purpose of inspecting and examining the same, and to show the same to prospective lenders, purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants or purchasers, and place upon the Premises notices advertising the Premises for sale or lease, as the case may be, which notices Tenant shall permit to remain thereon without molestation.

Landlord shall provide Tenant with one (1) key to all existing exterior locks of the Premises. Additional keys shall be provided at Tenant's cost. In the event Tenant changes the exterior locks to the Premises, Tenant shall provide Landlord with a working key. If all keys to the Premises are not returned when Tenant vacates the Property, Landlord may charge a re-key charge in the amount of Two Hundred and Fifty Dollars ($250) which shall be Additional Rent hereunder.

18. **Quiet Enjoyment:** Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of the Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation by or through Landlord, subject to the specific provisions of this Lease.

19. **Security Interest:** Tenant hereby grants to Landlord a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, leasehold, or other personal property of any kind now owned or hereafter acquired by Tenant and located on the Premises. This security interest is granted for the purpose of securing the payment of all rents and Additional Rents and the performance of all obligations of Tenant hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord will have all remedies of a Secured Party available under the law of the state where the Premises is located including, but not limited to, the right to take possession of the above-referenced property and dispose of it by sale in a commercially reasonable manner. Tenant hereby authorizes Landlord to file a financing statement in the form provided by the law of the state where the Premises is located at for the purpose of serving notice to third parties of the security interest herein granted. Landlord's security interest shall be subordinate to any first priority purchase money security interest granted by Tenant to a third party.

20. **Subordination and Attornment:** Tenant hereby subordinates all of its right, title and interest in and under this Lease to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Shopping Center. In the event of a foreclosure under any mortgage or deed of trust affecting the Premises or the Shopping Center, or in the event of the termination of Landlord's interest in the Premises, the holder of the Note secured by any mortgage or deed of trust encumbering the Premises, or the purchaser at any foreclosure sale, as applicable, shall have the option to recognize this Lease, in which event this Lease shall continue in full force and effect. In the event of any sale pursuant to any power of sale granted under any mortgage of deed of trust encumbering the Premises, or conveyance of title to the Premises by deed in lieu of foreclosure, the Tenant will attorn to the purchaser of the Premises and

its successors and assigns.

21. **Notices:** All notices required or permitted by the terms of this Lease shall be in writing and shall be personally delivered, or sent by nationally recognized overnight commercial delivery service (provided a receipt is available with respect to such delivery), or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or electronic mail. Any such notice, request, consent or other communications shall be effective on the date when it is received, if personally delivered, or on the third (3rd) business day after the date when it is deposited in the United States Mail, or the next business day with such overnight delivery service, or upon transmission if by electronic mail, in accordance with the provisions of this Section. All notices shall be addressed to Tenant and to Landlord at the addresses noted in the Summary Section. If a party includes multiple email addresses above or hereafter, notice by electronic mail message shall be given to all email addresses listed for such party. Any address herein specified may be changed from time to time by either party by written notice given to the other party as above provided.

22. **Successors:** The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sublessee of Tenant.

23. **Governing Law:** The Lease shall be governed by, and construed in accordance with, the laws of the State where the Premises are located.

24. **Landlord's Exculpatory Clause:** It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies, it being understood and agreed that the exculpation of Landlord (and its successors and assigns) shall be absolute.

25. **Relationship of the Parties:** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

26. **Entire and Binding Agreement:** This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement signed by all parties hereto or their successors in interest. The Tenant hereby covenants and agrees not to disclose or discuss with any third party the provisions, covenants, and conditions of this Lease without the prior written consent of the Landlord.

27. **Documentation:** Tenant shall execute and deliver to Landlord within five (5) days from date of request such supplemental documents, including estoppel certificates and financial statements in reasonable form, as may be requested by Landlord. Any such documents may be relied upon by any prospective purchaser or prospective tenant of the Premises, or any lender or prospective lender of the Landlord, or any assignee or prospective assignee of any lender thereof. If Tenant fails or refuses to furnish such documents within the time provided, it will be conclusively presumed that this Lease is in full force and effect in accordance with its terms and the Landlord is not in default.

28. **Guarantor(s):** Any guarantor(s), its or their successors, assigns, and legal representatives,

executing this Lease hereby guarantees, unconditionally and absolutely to the Landlord, its successors and assigns, the full and faithful performance and observance of all obligations of Tenant arising hereunder, whether now existing or hereafter arising. The obligations of the guarantor(s) shall in no way be terminated, affected or impaired by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of this Lease, or the granting of any indulgence or extension of time to the Tenant, or by reason of the amendment, modification, hold over, renewal or extension by the Tenant of the Lease, to all of which the guarantor(s) hereby consents in advance. If this instrument is executed by more than one guarantor, the obligations of such guarantors shall be joint and several. Guarantor(s) does not require any notice of Tenant's nonpayment nonperformance, or nonobservance of the covenants, terms, and conditions of this Lease and hereby expressly waives the right to receive such notice. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this guaranty is a guarantee of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor(s) waives any right to require that any action be brought against Tenant or that resort be had to any security or to any other credit in favor of Tenant, subordinates any liability or indebtedness of Tenant held by Guarantor(s) to the obligations of Tenant to Landlord under this Lease, and the benefit of any statute of limitations affecting Guarantor(s)' liability.

29. **Addendum and Exhibits:** The Exhibits and Addenda, if any, affixed to this Lease are a part hereof for all purposes.

30. **Re-execution; Acknowledgment:** The Tenant and any Guarantor, if any, agree that they will, on request of Landlord, re-execute this Lease if necessary to observe any legal formalities (e.g., acknowledgment) required under the laws of the state where the Premises are located.

31. **Provisions Severable:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. **Hazardous Substances:** Tenant shall not use, generate, store, treat, dispose of, install or otherwise permit any Hazardous Substances on, in, or under or in any way related to the Premises, or any other portion of the Shopping Center or cause or permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, loss, cost or expense that Landlord might otherwise suffer from Tenant's failure to fully comply with this provision, including, but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by Tenant. This indemnity shall survive expiration or other termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the Environmental Protection Agency or any substances, materials, elements or compounds affected by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree now or at any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material, and shall include petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law. "**Environmental Laws**"

shall mean all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

33. **Relocation of the Premises:** Landlord shall have the right, at its option, upon thirty (30) days prior written notice to Tenant, to relocate Tenant and to substitute for the Premises described herein other space in the Shopping Center containing at least as much leasable area as the Premises; provided, however, Landlord shall make any such election prior to Landlord's delivery of the Premises to Tenant. Further, in such event, Landlord shall reimburse Tenant for the actual reasonable amount of additional expenses incurred by Tenant as a result of the change. Tenant shall notify Landlord of the amount of such expenses within fifteen (15) days after receipt of Landlord's notice of relocation. Landlord may rescind its notice of relocation if it elects not to pay such expenses.

34. **Broker Commissions:** Landlord and Tenant acknowledge and agree that no real estate agent or broker is entitled to receive any commission or other compensation relating to the transaction contemplated by this Lease, except as set forth in the Summary Section. Landlord and Tenant shall indemnify and hold harmless the other from and against any claim for any other real estate sales commission, finder's fee, consulting fee, or other compensation in connection with the sale contemplated hereby and arising out of any act or agreement of such party. The indemnity obligations set forth above in this section shall survive the termination of this Lease.

35. **Counterparts:** This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument. In addition, this Lease may be transmitted between the parties via facsimile or scanned PDF file sent via email, and signatures transmitted by facsimile or email or electronic signatures shall be deemed originals and shall be binding upon the parties.

36. **No Offer:** No version of this Lease transmitted to any prospective tenant by Landlord shall constitute an offer to lease or a reservation of or option for the Premises and this Lease shall only become effective upon execution and delivery thereof by Landlord and Tenant.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and date first above written.

**LANDLORD:**

**CHM MOBILE, LLC,**
an Alabama limited liability company

By: _____
Name: Miles E. Cannon Jr.
Its: President

**TENANT:**
RAMP ENTERPRISES INC.
An Alabama Corporation

By: _____
Name: Michael Manos
Its: V.P.

[redacted]

**GUARANTOR(S):**

_____
Name: Michael Manos

Soc.Sec. 422-25-1797

_____
Name: Andrew S. Manos

[redacted]

David Wilson Long
Dennis B. Ragsdale
John B. Waters III
J. Michael Ivens
J. Randolph Miller
Garrett P. Swartwood
Lee A. Popkin
W. Michael Baisley
Kyle A. Baisley
Taylor D. Forrester
Alexander O. Waters

Long, Ragsdale & Waters, P.C.
ATTORNEYS AT LAW

Oliver D. Adams
William D. Edwards
Katherine Sanford Goodner
Mycol E. Scott
C. Paul Harrison†
Jennifer Milligan Swindle*†
Christopher A. Hall†
[redacted]
John B. Waters, Jr.
R. Louis Crossley, Jr.

December 2, 2022

Ramp Enterprises, Inc.
6376 Cottage Hill Road
Mobile, Alabama 36609
Attn: Michael Manas

RE: Bickley Station Shopping Center, Mobile, Alabama; Shopping Center Lease Agreement between CHM Mobile, LLC, as Landlord ("CHM"), and Ramp Enterprises, Inc., as Tenant, dated February 16, 2022 (the "Lease");
First Amendment to Lease and Estoppel Certificate

Dear Michael,

CHM is in the process selling the Bickley Station Shopping Center in Mobile, Alabama to Bickley Station, LLC. In connection with such sale, CHM desires to clean up some open items in the Lease, namely to flesh out the "Landlord's Work" provisions in Exhibit C and extend the Delivery Date deadline, via the enclosed First Amendment to Shopping Center Lease (the "Amendment"). CHM also hereby requests that you execute and deliver the enclosed estoppel certificates pursuant to Paragraph 27 of the Lease.

Enclosed with this letter are (a) two copies of the Amendment executed by CHM, (b) two copies of the estoppel certificate, and (c) a return FedEx envelope. Please execute the Amendments and estoppel certificates, return one set of fully-executed counterparts of each document to us using the enclosed return FedEx envelope, and retain one set of counterparts for your records.

Thank you for your assistance on this matter, and please do not hesitate to contact me if you have any questions.

Sincerely,

LONG RAGSDALE & WATERS, P.C.

By: _____
Alexander O. Waters

[redacted]

# FIRST AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT (the "Amendment") is made effective as of the 30th day of November, 2022 (the "Effective Date") by and between CHM MOBILE, LLC, an Alabama limited liability company ("Landlord"), and RAMP ENTERPRISES INC., an Alabama corporation ("Tenant").

## WITNESSETH

WHEREAS, Landlord and Tenant entered into and executed a certain Shopping Center Lease Agreement dated February 16, 2022, as supplemented by that Waiver Agreement dated April 28, 2022 (collectively, the "Lease"), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain premises located in Mobile County, Alabama more particularly described therein (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby amend the Lease as follows:

1. The paragraph entitled "Delivery Date" in the Summary Section of the Lease is hereby deleted in its entirety and replaced with the following:

| | |
|---|---|
| Delivery Date: | The date Landlord delivers possession of the Premises with Landlord's Work substantially complete. In the event the Delivery Date has not occurred by February 1, 2023, either party shall have the right to terminate this Lease upon thirty (30) days written notice to the other. |

2. Paragraph A of Exhibit C of the Lease is hereby deleted in its entirety and replaced with the language set forth on Exhibit A attached hereto and incorporated herein by reference.

3. As of the Effective Date, Landlord represents and warrants to Tenant that it has not exercised any right to terminate the Lease.

4. As of the Effective Date, Tenant represents and warrants to Landlord that it has not exercised any right to terminate the Lease.

5. All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Lease.

6. Except as provided in this Amendment, the terms and provisions of the Lease are hereby ratified and affirmed.

7. This Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and

the same instrument. In addition, this Amendment may be transmitted between the parties via facsimile or scanned PDF file sent via email, and signatures transmitted by facsimile or email or electronic signatures shall be deemed originals and shall be binding upon the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**LANDLORD:**

**CHM MOBILE, LLC,**
an Alabama limited liability company

By: _____
Name: Milus E. Tutlom, Jr.
Its: President

**TENANT:**

**RAMP ENTERPRISES INC.,**
an Alabama corporation

By: _____
Name: Michael I. Manos
Its: V.P.

## EXHIBIT A

LANDLORD'S WORK; CONDITION OF THE PREMISES; VANILLA SHELL

The following shall be inserted into Exhibit C of the Lease as the new Paragraph A entitled "LANDLORD'S WORK; CONDITION OF THE PREMISES; VANILLA SHELL":

1. STOREFRONT:
   a. Landlord will provide Tenant area for Tenant's signage sufficient for Tenant to meet Landlord's sign criteria. Tenant shall submit sign elevation proposal to Landlord for approval.
   b. Storefront wall will be ¼-inch plate glass, meeting applicable local codes, and installed to match existing center.
   c. Entrance doors will be 3'-0" x 7'-0" glass and aluminum (narrow style) complete with standard hardware, including threshold, sweeps, weather stripping and closure. Two (2) doors will be provided in the front of the store.

2. EXTERIOR WALLS: Front wall will match existing elevation. Walls to remain will be cleaned and made ready for painting by Tenant.

3. EXTERIOR DOORS: Rear Exterior doors (excluding above mentioned entrance doors) will be 3'-0"" x 7'-0" hollow metal doors in hollow metal frames. Exterior doors will be provided with standard hardware including threshold, sweeps, and weather stripping. Tenant will be provided with two (2) rear service doors.

4. DEMISING WALLS: Demising walls will be built to the underside of the roof deck and sealed to meet code. Demising walls will be sheetrocked, sanded, and ready for painting by Tenant.

5. INTERIOR PARTITIONS: Interior partitions (including toilets) will be ceiling height, sheetrocked, sanded and ready for painting by Tenant. One (1) wall to deck interior partition separating the sales area from the stockroom will be provided.

6. INTERIOR DOORS: Interior doors will be 3'-0" x 6'-8" hollow core wood door with wood frames (i.e., unless otherwise required by Code) and provided with standard hardware for the intended purpose (e.g., passage, storage, toilet, etc.), Doors and frames will be ready for painting by Tenant.

7. FLOOR FINISHES: Shop will have troweled concrete floor. Floor covering, including baseboard, to be provided and installed by Tenant.

8. WALL FINISHES: Walls and partitions will be sheetrocked, taped, and sanded for finish by Tenant.

9. CEILINGS: Sales room ceilings will be 2'-0" x 4'-0" prefinished acoustical lay-in that are installed in a standard metal grid system at the height of 10'-0" above

finished floor elevation. Stockroom ceilings will be exposed structure. Ceilings in toilets will be at 8'-0" above finished floor elevation, sheet rocked, and primed ready for paint by Tenant.

10. PLUMBING: Each shop will be provided with one (1) toilet room that will include a tank type water closet, wall hung lavatory, mop sink, grab bars, mirror, tissue holder, and hot water heater. A wall-hung drinking fountain will be provided, if required by Code.

11. HVAC: Electrical or gas (Owner's option) roof top heating and air conditioning units will be provided. Unit size will be based on one (1) ton capacity for each 350 SF of lease area. Unit provided will be nearest standard size. Ductwork will be provided on the basis of six (6) LF for each 100 SF of lease area. One (1) thermostat per roof top unit will be provided. Tenant will provide additional heating, ventilation, or air conditioning as may be required to satisfy Tenant's requirements.

12. FIRE SPRINKLER SYSTEM: If required by the governing regulatory agency, fire sprinklers will be provided in accordance with applicable codes.

13. ELECTRICAL: The following electrical work will be provided for each shop:
    a. Service: 200 amps.
    b. Lighting:
        I) One (1) 4 tube, 2 x 4 tube, lay-in light fixture with standard ballast for each one hundred (100) SF of lease area;
        II). One (1) toilet exhaust fan;
        III). One (1) toilet light fixture;
        IV). One (1) duplex receptacle per fifteen (15) LF of demising wall,
        V). One light switch for light fixtures and One light switch for the restroom.
        VII). Exit lights per Code; and
        VIII). Emergency lights- per Code.

14. OTHER WORK: Any and all other work not explicitly listed above shall be the responsibility of the Tenant.

15. CODES: All work performed by Landlord shall be in accordance with the applicable codes and regulations of the governing regulatory agency.

# TENANT ESTOPPEL CERTIFICATE

Loan No. [redacted]

**Lease:** Shopping Center Lease Agreement dated February 16, 2022 between CHM Mobile, LLC, an Alabama limited liability company, Landlord, and Ramp Enterprises, Inc., an Alabama corporation, Tenant, as supplemented by that certain Waiver Agreement dating April 28, 2022, and as amended by First Amendment to Shopping Center Lease Agreement dated November 30, 2022

**Rent Commencement Date:** The earlier of (i) 120 days following the Delivery Date or (ii) the date Tenant opens for business to the general public

**Lease Expiration Date:** Five years after the Rent Commencement Date

**Dates of Amendments, Modifications, Assignments or Subleases:** Waiver Agreement between Landlord, Tenant and Publix Alabama, LLC dated April 28, 2022; First Amendment to Shopping Center Lease Agreement dated November 30, 2022 (the "Lease Amendment")

**Property Name/Address:** Bickley Station 9124 Cottage Hill Road, Mobile, Alabama 36695

**Landlord:** CHM Mobile, LLC

**Tenant:** Ramp Enterprises, Inc., d/b/a Cottage Hill Liquors

**Leased Premises:** Suites: #101 and a portion of #103

**Premises Square Footage:** approximately 2,200 s.f. Tenant's Pro-Rata Share: 3.8 %

**Base Monthly Rental:**

| Time Period | Base Monthly Rental |
|---|---|
| Years 1-5 | $4,766.67 |
| Option 1 Years 6-10 | $4,950.00 |
| Option 2 Years 11-15 | $5,316.67 |

**Additional Monthly Rental:**

| | | | | |
|---|---|---|---|---|
| Percentage Rent: | 0% | | OF | $ None |
| Operating Expenses: | X | Estimated | | $ 1.25 per square foot |
| Insurance: | X | Estimated | | $ .25 per square foot |
| Taxes: | X | Estimated | | $ 3.00 per square foot |
| Other Expenses: | ☐ | Estimated | | $ None |

**Security Deposit Paid (if none, so state):** $ 4,766.67

**Amount of any remaining Financial Reimbursements (including, without limitation, free rent and rental concessions) owed from Landlord, if any (if none, so state):** N/A

The undersigned Tenant under the above-described Lease certifies to **Nationwide Life and Annuity Insurance Company**, its successors and/or assigns ("Lender"), holder or proposed holder of a note or other

obligation secured, or to be secured, by a mortgage/deed of trust upon the Premises, and **Bickley Station, LLC**, assignee, or proposed assignee of the Lease under an assignment of leases, rents and profits, that:

1. The Lease is presently in full force and effect and is the valid and binding obligation of Tenant. The Lease has not been assigned, amended, extended or modified in any manner nor have the Premises been sublet in whole or in part except as provided for above. Tenant has no present right to cancel or terminate the Lease under the terms thereof or otherwise. There are no side letters or other arrangements relating to the Premises or the real property, except as set forth above.

2. Possession of the Premises will be accepted by Tenant upon substantial completion of Landlord's Work as listed in Exhibit A of the Lease Amendment.

3. As of the execution date, no uncured default, event of default, or breach by Landlord or Tenant currently exists under the Lease, nor does any state of facts exist which with the passage of time or giving of notice, or both, could constitute a default by Landlord under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease. Tenant has no setoffs, credits, claims, or defenses to Tenant's obligation to pay rent or other charges to be paid under the Lease (including, without limitation, common area maintenance charges) or to enforcement of the Lease. Tenant has not given Landlord any notice of termination of the Lease.

4. All common areas of the real property of which the Premises are a part, including without limitation, parking areas, sidewalks, and landscaping, are in the condition required under the Lease and no damage to the Premises exists which has not been repaired to the satisfaction of Tenant.

5. Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease. Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification. Tenant has not made any requests for rent relief or any other concession, either verbally or in writing, to Landlord, nor is it anticipated to need to ask for relief in the next three (3) months, except as follows (identify terms requested. If none, state None): None

6. Tenant is not currently a debtor in any bankruptcy, reorganization, arrangement, or insolvency proceedings.

7. Tenant has received no notice of prior sale, transfer, assignment, hypothecation, or pledge of the said Lease or of the rents secured therein, except to above-described Lender.

8. The Lease does not provide for any payments (including, without limitation, rent credits and tenant improvement contributions) by Landlord to Tenant which are presently due and payable, or which are due and payable in the future, except as provided for above.

9. The Lease does not contain, and Tenant has no, termination rights, exclusive business rights, outstanding options or rights of refusal to purchase the Premises or any part of the real property of which the Premises are a part, and Tenant has no options to lease additional space, no rights of refusal with respect to leasing additional space, and no renewal options except as follows:

(a) Tenant may terminate the Lease if possession of the Premises is not delivered to Tenant by February 1, 2023, subject to the terms of the Lease;

(b) Tenant has a termination right if Publix engages in the retail sale of distilled spirits for "Off-Premises" consumption, subject to the terms of the Lease;

(c) Tenant has the right to renew the Lease for two (2) option periods of five (5) years each, in accordance with the terms of the Lease.

10. Tenant agrees it will not consent to any amendment or modification of any of the terms of the Lease, or to the termination thereof by Landlord, without written approval of Lender. Any modification, amendment or termination of the Lease by Landlord or Tenant without the prior written consent of Lender shall not be binding upon Lender.

11. Tenant agrees it will not pay any rent under the Lease more than one (1) month in advance of its due date.

12. Tenant agrees to provide Lender copies of any and all notices Tenant is required to provide Landlord under the Lease. Such notices shall be sent to Lender at the following address (or such other address as Lender may designate): Nationwide Life Insurance Company, One Nationwide Plaza, Columbus, Ohio 43215, Attn: Real Estate Investments 1-05-701. The address for notices to be sent to Tenant is as set forth in the Lease, or set forth below.

TENANT:

RAMP ENTERPRISES INC., an Alabama corporation, d/b/a Cottage Hill Liquors

By: _____

Name: Michael T. Ramos

Title: V.P.

Date: 12-7-22

Tenant's Notice Address:
6376 Cottage Hill Road
Mobile, Alabama 36609

2007003812 Book-6113 Page-1690
Total Number of Pages: 3

# ARTICLES OF INCORPORATION

# OF

# RAMP ENTERPRISES, INC.

| # 250757 | |
|---|---|
| Posted by: | Checked by: |

BE IT KNOWN that I, the undersigned, LESLIE G. WEEKS, desiring to incorporate under the Code of Alabama, do hereby make and adopt the following Articles of Incorporation.

## FIRST

The name of the Corporation is RAMP ENTERPRISES, INC.

## SECOND

The purpose or purposes for which the Corporation is organized are as follows:

(a) To engage in the operation, conduct, and management of a liquor store for the sale of beer, wine, distilled spirits, and sundry merchandise, and other allied business; and

(b) The transaction of any and all lawful business for which corporations may be incorporated under § 10-2B-1.01 et seq. Code of Alabama, 1975, as amended.

## THIRD

The address of the initial registered office of the Corporation is 6376 Cottage Hill Road, Mobile, Alabama 36609 and the name of its initial registered agent at such address is Reynaldo E. Manas.

RECEIVED
JAN 2 2 2007
SECRETARY OF STATE

## FOURTH

The aggregate number of shares which the Corporation shall have authority to issue is 10,000 shares of common stock of the par value of $1.00 each, being a total authorized amount of capital stock in the sum of $10,000.00.

FIFTH

The name and address of the Incorporator is:

| Name | Address |
|---|---|
| Leslie G. Weeks | Post Office Box 2767<br>Mobile, Alabama 36652 |

The number of Directors constituting the initial Board of Directors of the Corporation is five (5), and the names and addresses of the persons who are to serve as Directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

| Name | Address |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Felicity M. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Andrew Sean Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Michael John Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Patrick James Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

The names and addresses of the officers chosen for the first year are as follows:

| | |
|---|---|
| President: | Reynaldo E. Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Vice-Presidents: | Andrew Sean Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

Michael John Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

Patrick James Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

Secretary/Treasurer: Felicity M. Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

SIXTH

There is no period limited for the duration of said Corporation, and its existence shall be perpetual.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal as Incorporator of the above named Corporation, this 16th day of January, 2007.

CERTIFIED TRUE COPY
Probate Court of Mobile County, AL
Don Davis, Judge
Signature
Joe McEachern, Jr., Chief Clerk
Date 1/16/07

Leslie G. Weeks (Seal)
LESLIE G. WEEKS

THIS INSTRUMENT PREPARED BY:

LESLIE G. WEEKS, ESQUIRE
HELMSING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
Post Office Box 2767
Mobile, Alabama 36652
[redacted]

14757\Articles of Inc
DOC #125966

State of Alabama-Mobile County
I certify this instrument was filed on:
January 16, 2007 @ 2:20:48 PM

| | |
|---|---|
| RECORDING FEE | $35.00 |
| S.R. FEE | $2.00 |
| RECORDING FEES | $1.00 |
| TOTAL AMOUNT | $38.00 |

2007003812
Don Davis, Judge of Probate

Nancy L. Worley
Secretary of State

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

# STATE OF ALABAMA

**I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Section 10-2B-4.02, **Code of Alabama 1975,** and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

**Ramp Enterprises, Inc.**

This domestic corporation name is proposed to be incorporated in Mobile County and is for the exclusive use of Leslie Weeks, PO Box 2767, Mobile, AL 36652 for a period of one hundred twenty days beginning December 14, 2006 and expiring April 14, 2007.

**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.**

December 14, 2006

**Date**

Nancy L. Worley

**Nancy L. Worley** **Secretary of State**

2017022667 1/4
Bk: LR7501 Pg:961
Document Type: NPAMD

# CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF RAMP ENTERPRISES, INC.

**(Entity ID Number: (250-757))**

Pursuant to Chapter 2 and Chapter 1 (to the extent the provisions thereof are applicable to business corporations) of the "Alabama Business and Nonprofit Entity Code" (*See* Ala. Code §§ 10A-1-1.01 *et seq.*) (hereinafter referred to as the "Entities Code"), the undersigned hereby executes this Certificate of Amendment to the Articles of Incorporation:

## ARTICLE ONE
## NAME

1.1 The name of the filing entity is RAMP ENTERPRISES, INC. (the "Corporation").

## ARTICLE TWO
## TYPE OF ENTITY

2.1 The Corporation is a domestic for-profit corporation.

## ARTICLE THREE
## DATE OF FORMATION

3.1 The Corporation was formed pursuant to Certificate of Formation recorded in Book 6113, Pages 1690, et seq. in the Office of the Judge of Probate of Mobile County, Alabama on January 16, 2007.

## ARTICLE FOUR
## AMENDMENT

4.1 Article Fifth of the Articles of Incorporation is hereby amended to delete the names and addresses of the initial directors and to add the names and addresses of the current directors, as follows:

The names and addresses of the current directors of the Corporation who shall serve until their successors are elected and shall qualify are:

| Name | Address |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

| | |
|---|---|
| Andrew Sean Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Michael John Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Patrick James Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

4.2 Article Fifth of the Articles of Organization is hereby amended to delete the names and addresses of the initial officers and to add the names and addresses of the current officers, as follows:

The names and addresses of the current officers of the Corporation who shall serve until their successors are elected are as follows:

| | |
|---|---|
| President: | Reynaldo E. Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Vice-Presidents: | Andrew Sean Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| | Michael John Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| | Patrick James Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Secretary/Treasurer: | Reynaldo E. Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609" |

4.3 Except as herein and hereby corrected, amended, modified or changed, all items and provisions of the Corporation's Articles of Incorporation shall continue in full force and effect according to the terms thereof.

## ARTICLE FIVE
## DIRECTOR APPROVAL

5.1 Pursuant to the authority granted under Section 10A-2-10.06 of the Entities Code, the Corporation's current directors adopted this Amendment on April 25, 2017 without shareholder action. Shareholder action was not required.

5.2 The Corporation's current directors approve this amendment in the manner required by the Act and authorize the Corporation's President to execute this Certificate of Amendment on behalf of the Corporation.

**[THE NEXT PAGE IS THE SIGNATURE PAGE]**

**IN WITNESS WHEREOF**, the undersigned President of the Corporation has hereunto affixed his signature on this the 25th day of April, 2017.

Reynaldo E. Manas

THIS INSTRUMENT PREPARED BY:

LESLIE G. WEEKS, Esquire
HELMSING, LEACH, HERLONG,
NEWMAN & ROUSE, P.C.
150 Government Street, Suite 2000
Mobile, Alabama 36602

[redacted]

Mobile County, Alabama
I hereto certify this instrument
filed on : 04/26/2017 04:02:48 PM
Don Davis, Probate Judge

| | | |
|---|---|---|
| Deed Tax: | $.00 | |
| Mortgage Tax: | $.00 | |
| Mineral Tax: | $.00 | |
| No Tax : | $.00 | 2017022657 |
| Judge Fee: | $.00 | Bk:LR7631 |
| S.R. Fee: | $2.00 | Pg:961 |
| Surcharge Fee: | $.00 | |
| Recording Fee: | $26.00 | |
| TOTAL: | $28.00 | |

# UNANIMOUS CONSENT OF DIRECTORS

# OF

# RAMP ENTERPRISES, INC.

The undersigned, being all of the Directors of RAMP ENTERPRISES, INC., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow.

By unanimous consent, the following resolutions are hereby adopted:

**WHEREAS**, the Corporation was formed on the 16th day of January, 2007; and

**WHEREAS**, the undersigned desire to (1) ratify all matters contained in the Articles of Incorporation; (2) elect officers for the ensuing year; (3) recommend to the shareholders that the Corporation elect to have the income of the Corporation taxed directly to the shareholders of the Corporation under the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended; (4) approve the form of the Corporation's stock certificate; and (5) issue stock certificates:

**NOW THEREFORE**, be it resolved that all matters contained in the Articles of Incorporation of the Corporation as filed with the Probate Judge of Mobile County, Alabama, on the 16th day of January, 2007, be and the same are hereby ratified, confirmed and approved; and

**BE IT FURTHER RESOLVED**, that the names and addresses of the officers chosen for the first year are as follows:

| | |
|---|---|
| President: | Reynaldo E. Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Vice-Presidents: | Andrew Sean Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| | Michael John Manas<br>6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

Patrick James Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

Secretary/Treasurer:

Felicity M. Manas
6376 Cottage Hill Road
Mobile, Alabama 36609

**BE IT FURTHER RESOLVED**, that the undersigned recommend that RAMP ENTERPRISES, INC. elect to have the income of the Corporation taxed directly to the shareholders of the Corporation under the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended, for federal income tax purposes; and that the President be authorized and directed to cause to be prepared and to execute and have executed all instruments and documents necessary to cause the shareholders to consent to such election and to be taxed under the provisions of said Subchapter S, and to cause the corporate seal to be affixed and attested where necessary, and to file all documents with the appropriate Governmental offices, and to do any and all other acts determined by him necessary in the premises; and

**BE IT FURTHER RESOLVED** that the form of stock certificate presented to and inspected by the undersigned, be approved and adopted, and that the Secretary be, and she hereby is, instructed to include a specimen thereof in the Minute Book; and

**BE IT FURTHER RESOLVED** that the President and the Secretary be, and they hereby are, authorized and directed to issue to the persons whose names are set forth below the number of shares of fully paid, nonassessable capital stock, $1.00 par value, set opposite their respective names:

Reynaldo E. Manas.....510
Felicity M. Manas.....490

This Unanimous Consent shall become effective on the date of execution by the undersigned Director of the Corporation.

Dated this the 20th day of January, 2007.

Reynaldo E. Manas
REYNALDO E. MANAS

FELICITY M. MANAS

ANDREW SEAN MANAS

MICHAEL JOHN MANAS

PATRICK JAMES MANAS

14757\M\Unan Consent Directors
DOC #125989

# UNANIMOUS CONSENT OF SHAREHOLDERS

# OF

# RAMP ENTERPRISES, INC.

The undersigned, being all of the Shareholders of RAMP ENTERPRISES, INC., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow.

By unanimous consent, the following resolutions are hereby adopted:

**WHEREAS**, the Corporation was formed on the 16th day of January, 2007; and

**WHEREAS**, the undersigned desire to (1) ratify all actions contained in the Articles of Incorporation; (2) elect the Directors of the Corporation for the ensuing year; (3) ratify all actions taken by the Directors of the Corporation in that document entitled Unanimous Consent of Directors of RAMP ENTERPRISES, INC., dated the 20th day of JANUARY, 2007; (4) adopt Bylaws for the Corporation; (5) elect to have the income of the Corporation taxed directly to the shareholders of the Corporation under the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended; and (6) approve the form of the Corporation's seal.

**NOW THEREFORE, BE IT RESOLVED**, that all matters contained in the Articles of Incorporation of the Corporation as filed with the Probate Judge of Mobile County, Alabama, on the 16th day of January, 2007, be and the same are hereby ratified, confirmed and approved; and

**BE IT FURTHER RESOLVED**, that the names and addresses of the Directors chosen for the first year are as follows:

| | |
|---|---|
| Reynaldo E. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Felicity M. Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Andrew Sean Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

| | |
|---|---|
| Michael John Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |
| Patrick James Manas | 6376 Cottage Hill Road<br>Mobile, Alabama 36609 |

**BE IT FURTHER RESOLVED**, that all actions taken by the Directors of this Corporation in that document entitled Unanimous Consent of Directors of RAMP ENTERPRISES, INC., dated the 20th day of JANUARY, 2007, be and the same are hereby ratified, confirmed and approved; and

**BE IT FURTHER RESOLVED**, that the Bylaws of the Corporation submitted to and read by the undersigned, be adopted as and for the Bylaws of the Corporation, and that the same be inserted in the minute book with this Unanimous Consent; and

**BE IT FURTHER RESOLVED**, that RAMP ENTERPRISES, INC. elects to have the income of the Corporation taxed directly to the shareholders of the Corporation under the provisions of Subchapter S of the Internal Revenue Code of 1986, as amended, for federal income tax purposes; and that the President be, and he hereby is, authorized and directed to cause to be prepared and to execute and have executed all instruments and documents necessary to cause the shareholders to consent to such election and to be taxed under the provisions of said Subchapter S, and to cause the corporate seal to be affixed and attested where necessary, and to file all documents with the appropriate Governmental offices, and to do any and all other acts determined by him necessary in the premises; and

**BE IT FURTHER RESOLVED**, that the seal of this Corporation be circular in form with the words "RAMP ENTERPRISES, INC." and "Alabama" around the edges thereof, and the words "corporate seal" across the center thereof, and that it be and the same hereby is, adopted for the official seal of this Corporation, and that the same may either be affixed by impression or by any other manner provided in the Bylaws of the Corporation.

This Unanimous Consent shall become effective on the date of execution by the undersigned Shareholders of the Corporation.

Dated this the 20th day of JANUARY, 2007.

REYNALDO E. MANAS

FELICITY M. MANAS

ANDREW SEAN MANAS

MICHAEL JOHN MANAS

PATRICK JAMES MANAS

14757\M\Unan Consent SH
DOC #125975

# UNANIMOUS CONSENT OF SHAREHOLDERS AND DIRECTORS

# OF

# RAMP ENTERPRISES, INC.

The undersigned, being all of the Shareholders and Directors of Ramp Enterprises, Inc., an Alabama corporation (the "Corporation"), hereby unanimously consent to the taking of all actions set forth in the resolutions which follow:

By unanimous consent, the following resolutions are hereby adopted:

WHEREAS, Ramp Enterprises, Inc. was incorporated on January 16, 2007 and Stock Certificate No. 1 representing 510 shares and Stock Certificate No. 2 representing 490 of shares were issued to Reynaldo E. Manas and Felicity M. Manas, respectively; and

WHREEAS, on January 28, 2025, Reynaldo E. Manas gifted 510 shares of stock to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, and as a result of said gifts, Certificate No. 1 was canceled and Certificate Nos. 3, 4 and 5 (each representing 170 shares of stock) were issued to Andrew Sean Manas, Michael John Manas and Patrick James Manas; and

WHERAS, on February 27, 2025, Felicity M. Manas gifted 240 shares of stock to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, and as a result of said gifts, Certificate No. 2 was canceled and Certificate No. 6 (representing 250 shares of stock) was issued to Felicity M. Manas and Certificate Nos. 7, 8 and 9 (each representing 80 shares of stock) were issued to Andrew Sean Manas, Michael John Manas and Patrick James Manas; and

WHEREAS, the Corporation wishes to ratify, confirm and approve said gifts and the current ownership of its stock; and

WHEREAS, the Shareholders of the Corporation wish to elect Directors of the Corporation for the ensuing year; and

WHEREAS, the Directors of the Corporation wish to elect Officers of the Corporation for the ensuing year.

NOW, THEREFORE, BE IT RESOLVED that the Corporation hereby ratifies, confirms and approves all of the gifts listed above and after the cancellations and issuances of stock certificates, recognizes the stock ownership to be as follows:

| Shareholder | Certificate Number(s) | Number of Shares |
|---|---|---|
| Felicity M. Manas | 6 | 250 |
| Andrew Sean Manas | 3, 7 | 250 |



https://mail.google.com/mail/u/0/?tab=rm&ogbl#inbox/WhctKLbvNQQvTxjVdCQcsFrrvCvZdChhnlZqxZXZffMPnflBJHrPWRlmpWVxPNdkxxvRagrnh 

| | | |
|---|---|---|
| Michael John Manas | 4, 8 | 250 |
| Patrick James Manas | 5, 9 | 250 |

BE IT FURTHER RESOLVED that the following Directors of the Corporation are elected for the ensuing year and until their successor has been duly elected and qualified:

Felicity M. Manas
Andrew Sean Manas
Michael John Manas
Patrick James Manas

BE IT FURTHER RESOLVED that the following individual is elected to the offices set forth beside her name below for the ensuing year and until her successor(s) have been duly elected and qualified:

President -
Vice-President -
Secretary/Treasurer -

This Unanimous Consent shall become effective upon the execution by the undersigned Shareholders and Directors of the Corporation.

2-27-25
Date Signed

Felicity M. Manas
Felicity M. Manas, as a Shareholder and a Director

2-27-25
Date Signed

Andrew Sean Manas, as a Shareholder and Director

2-27-25
Date Signed

Michael John Manas, as a Shareholder and a Director

2-27-25
Date Signed

Patrick James Manas, as a Shareholder and Director

# GIFT OF STOCK
(Ramp Enterprises, Inc.)

In consideration of love and affection, I hereby give, assign and transfer to Andrew Sean Manas, Michael John Manas and Patrick James Manas, in equal shares, all of my right, title and interest in and to the following shares of stock in Ramp Enterprises, Inc., standing in my name on the books of said corporation:

240 shares of Common Stock represented by Certificate No. 2 (representing 490 shares).

I hereby constitute and appoint the Secretary of Ramp Enterprises, Inc. as my true and lawful attorney, irrevocably, for me and in my name and stead to transfer said shares of stock on the books of Ramp Enterprises, Inc., Inc., with full power of substitution in the premises, with Andrew Sean Manas, Michael John Manas and Patrick James Manas each receiving 80 shares.

IN WITNESS WHEREOF, I have set my hand and seal on this 27 day of February 2025.

Felicity M Manas

Felicity M. Manas

STATE OF ALABAMA )
COUNTY OF MOBILE )

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

Given under my hand this 27th day of February, 2025.

Christina Hoke

NOTARY PUBLIC
My Commission Expires: 2/11/26
(NOTARY SEAL)

CHRISTINA HOKE
My Commission Expires
February 11, 2026

2025 Gifts of Ramp Enterprises and Parkway Package Stock-Felicity
4919-8647-8880, v. 1

# 2026

SALES TAX LICENSE

# State of Alabama

Alabama Department of Revenue

ISSUED TO:

RAMP ENTERPRISES INC
DBA SEASIDE PACKAGE STORE

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|---|---|---|---|
| SLS | R000826538 | 01/1/2026 | 12/31/2026 |

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2351 AIRPORT BLVD MOBILE AL 36606-1708
25751 PERDIDO BEACH BLVD STE A8 ORANGE BEACH AL 36561-6237
26651 PERDIDO BEACH BLVD STE B ORANGE BEACH AL 36561-3187
316 E BEACH BLVD GULF SHORES AL 36542-6504
3735 GULF SHORES PKWY GULF SHORES AL 36542-2713
4575 ORANGE BEACH BLVD SPC 101 ORANGE BEACH AL 36561-3461
500 W BEACH BLVD GULF SHORES AL 36542-6436
6376 COTTAGE HILL RD MOBILE AL 36609-3111
9124 COTTAGE HILL RD STE 100 MOBILE AL 36695-9893
9869 STATE HIGHWAY 104 STE BC FAIRHOPE AL 36532-4392

# Internal Revenue Service

DEPARTMENT OF THE TREASURY

The Digital Daily

## Federal Tax ID / EIN

This is your provisional Employer Identification Number:

**20-8234313**

Today's Date is: January 16, 2007 GMT

You will receive a confirmation letter in U.S. mail within fifteen days.

The letter will also contain useful tax information for your business or organization.

If you have input any of the information on your application in error, please wait seven days and contact the EIN Toll Free area at 1-800-829-4933, Monday - Friday, 7:30am - 5:30pm. If you do not want to call, please make corrections on the letter you receive confirming your EIN and return it to the IRS.

If you are going to complete other on-line applications that require your Employer Identification Number(EIN) you can copy it by performing the following steps:

1) Use your mouse to highlight your EIN (blue number on top of page) by moving your pointer on top of the number.
2) Press the Ctrl key at the same time pressing the C key.

Once you copy your EIN you can paste it in the appropriate place by pressing the Ctrl key at the same time pressing the V key.

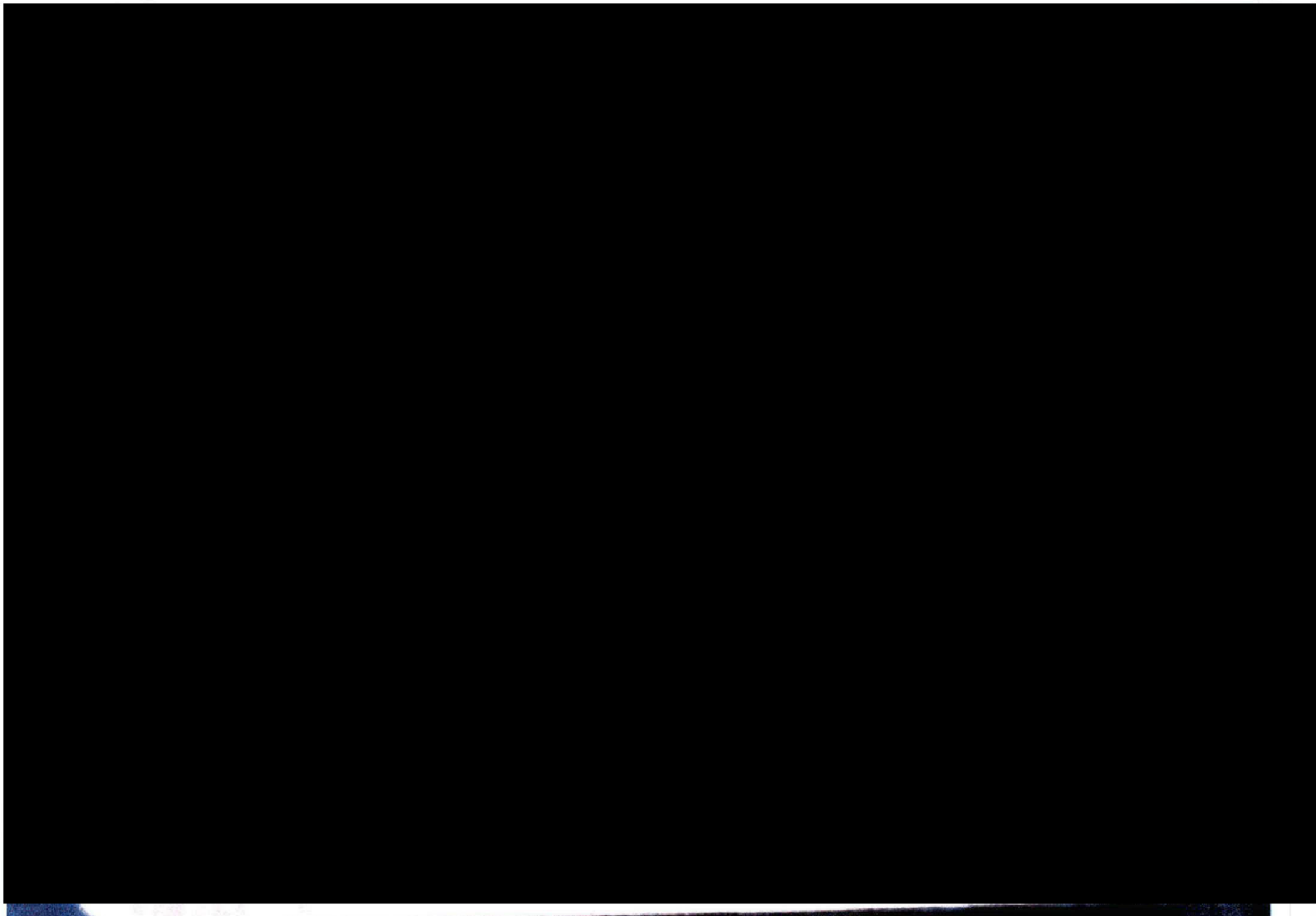
You may click on the buttons below for different print options or to fill out another Form SS-4.

Review and Print Form SS-4 | Fill Out Another Form SS-4

Click here to return to the Internet Employer Identification Number landing (start) page.









From: Cordell, Dorothy Dorothy.Cordell@abc.alabama.gov
Subject: background check memos
Date: Apr 1, 2026 at 11:55:44 AM
[redacted]

Dorothy Cordell
Administrative Support Assistant II
Alabama Alcoholic Beverage Control Board
Licensing and Compliance
20210 Highway 59, Suite 5
Summerdale, AL 36580
[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: ANDREW SEAN MANAS
[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: FELICITY MARY SHARP MANAS

[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: MICHAEL JOHN MANAS

[redacted]

# ******APPLICANT COPY******

## Alabama ABC Board
## Licensing and Compliance Division
## Criminal Background Check

3/31/2026

This form certifies that the criminal background check for the individual listed below has been received and reviewed by the Alabama ABC Board Licensing and Compliance Division and satisfies the background check requirements set forth in Title 28, Code of Alabama 28-3A-23(2-3), 28-12-40, and ABC Regulation 20-X-5-.01(b).

Applicants should retain a copy of this form for their records, as this verification may be used to satisfy the criminal background check requirement for any subsequent ABC applications submitted within two (2) years of the original background check date listed below.

Applicant's First, Middle, Last Name: PATRICK JAMES MANAS

[redacted]

# Planning & Zoning Department

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

| PERMIT NUMBER |
| --- |
| ZC-170977-2026 |
| Issue Date: 04/06/2026 |

## ZONING CERTIFICATION

| Parcel Number | Street Address | Suite Number |
| --- | --- | --- |
| R023401020002009.001. | 9124 Cottage Hill Rd 101 | 101 |

| Business Name | Issued To | Zoning Districts |
| --- | --- | --- |
| RAMP ENTERPRISES INC dba COTTAGE HILL PACKAGE II | Name: ANDREW MANAS<br>Company: RAMP ENTERPRISES INC dba COTTAGE HILL PACKAGE II<br>Address: 9124 Cottage Hill Rd STE 101<br>[redacted] | B-3, R-1 |

| This Zoning Classification Allows the property to be used for: |
| --- |
| RETAIL LIQUOR STORE |

| Conditions of Use |
| --- |
| |

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

**Issued By:** Caldwell Whistler

City of Mobile
[redacted]

# CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

## PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a **consumable hemp products** application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

| Business Structure | Application Type | Transfer - License? | Description/Type |
|---|---|---|---|
| ☐ Sole Proprietorship<br>☐ Limited Liability Company (LLC)<br>☒ Corporation | ☐ New Business<br>☐ New Owner<br>☐ Location Change | ☒ No ☐ Yes<br>Relocation Date: | ☐ Pharmacy<br>☐ Retail Food Store<br>☒ Specialty Retailer<br>☐ Other |

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

☐ 011 - Lounge Retail Liquor (Class II) - Package Store
☒ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☐ 720 - Retail Food Store of Consumable Hemp Products

**Following Products to be Sold (*MUST* match with ABC Board)** - check ALL that apply

☒ Beverages ☒ Edibles ☒ Topicals ☒ Sublingual ☒ Other (explain) Vapes

| Legal Business Name | Trade Name (DBA) |
|---|---|
| RAMP Enterprises Inc. | Cottage Hill Package II |

| Company Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 9124 Cottage Hill Rd. | Mobile | AL. | 36695 |

**Business Contact Person Information**

| Name | Title | Phone | Email |
|---|---|---|---|
| Andrew S. Manns | President | [redacted] | |

**URBAN DEVELOPMENT DEPARTMENT USE ONLY**

| Building Sq Footage | Parking Provided | Parking Required | Compliance | Zoning | Approved |
|---|---|---|---|---|---|
| 2200 | | | | | |

Comments

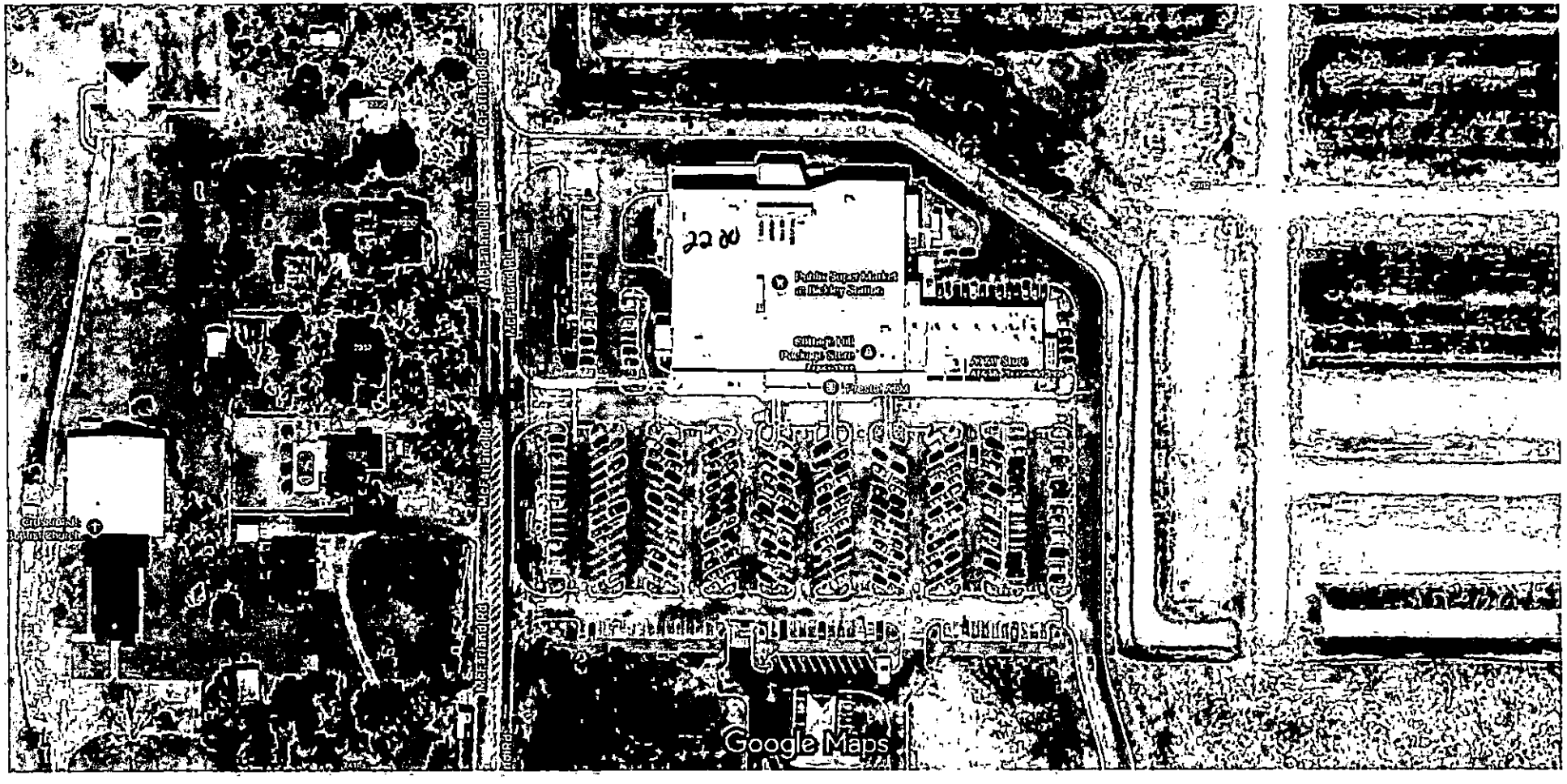
| Print Name | Signature | Date |
|---|---|---|
| | | |

Google Maps




Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

Google Maps




Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 50 ft

# R E S O L U T I O N

Sponsored by: Councilmember Beau Fleming, District 5

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

| | |
|---|---|
| Type of application: | Specialty Retailer of Consumable Hemp Products |
| Submitted by: | Manning, Inc. |
| Location: | Piggly Wiggly<br>306 South University Boulevard<br>Mobile, AL 36609 |

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
SAMANTHA INGRAM
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
BEAU FLEMING
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

# OFFICE OF THE CITY COUNCIL

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5783 | 126873 | 6 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING, INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
306 SOUTH UNIVERSITY BLVD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____ Date _____

# City of Mobile ABC Licensing & Compliance Application

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5783 | 126873 | 6 | April 7, 2026 |

| License Type Applied for with Alabama ABC Board | 2nd License Type Applied for with Alabama ABC Board |
|---|---|
| 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT | |

## Business Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| MANNING, INC | PIGGLY WIGGLY |

| Business Structure Type | Incorporation Date | SOS Entity ID | State | County |
|---|---|---|---|---|
| CORP - CORPORATION | 08/13/1974 | 000-035-349 | AL | MOBILE |

| Federal Tax ID (FEIN) | Alabama State Sales Tax ID | Business Phone Number | If Hemp, Product Type |
|---|---|---|---|
| 63-0679675 | 4900 18215 | [redacted] | EVERAGES |

| Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 306 SOUTH UNIVERSITY BLVD | MOBILE | [redacted] | |

| Mailing Address (Street Address, Suite #, PO Box) | City |
|---|---|
| 306 SOUTH UNIVERSITY BLVD | MOBILE |

| Primary Business Activity at the Location | Explain (other) | If Location Transfer, Previou |
|---|---|---|
| GROCERY/MARKET STORE | | |

Contact Person Information

| Name | Title | POA | Phone | Ema |
|---|---|---|---|---|
| BETSY WHITE | CPA | 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 |
|---|---|---|
| ROCHESTER MOBILE LLC AND SALZMAN MOBILE LLC | [redacted] | |

| Property Owner Mailing Address (Street Address, Suite #, PO Box) | | | |
|---|---|---|---|
| 6900 WISCONSIN AVENUE, SUITE 700 | CHEVY CHASE | MD | 20815 |

| Bldg Square Footage | Bldg Seating Capacity | Restroom Facilities | Patio Area | Structure Type | License Covers |
|---|---|---|---|---|---|
| 999 | 0 | YES | NO | SHOPPING CENTER | |

Do the premises have a fully equipped/operational kitchen? YES

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

Is the business equipped with services and facilities for on premises consumption? YES

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

# City of Mobile 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) |
|---|---|---|
| WHITE, DAVID MAYNARD | CFO | [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) |
|---|---|---|---|
| YES | MANNING, INC | PIGGLY WIGGLY | 306 SOUTH UNIVERSITY BLVD, MOBILE, AL 36609 |
| | MANNING INC | PIGGLY WIGGLY | 5651 MOFFETT ROAD, MOBILE, AL 36618 |
| | | | |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| CONSTANTINE, KAMAL RIZKALIAH | CEO | [redacted] |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| [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 | MANNING, INC | PIGGLY WIGGLY | 306 SOUTH UNIVERSITY BLVD, MOBILE, AL 36609 |
| | MANNING, INC | PIGGLY WIGGLY | 5651 MOFFETT ROAD, MOBILE, AL 36618 |
| | | | |

**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) |
|---|---|---|---|
| WHITE, ELIZABETH M | CPA | [redacted] | |

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

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

# City of Mobile ABC Licensing & Compliance Application

## CERTIFICATION and SIGNATURE

DAM 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.

DAM 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.

DAM 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.

DAM 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.

DAM 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.

DAM 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.

DAM 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: Donald Adam Manning

Date of Application Signature: 4/1/26

Owner/Applicant/POA Signature: Donald Adam Manning

Title of Person Signing this Application: Owner

Sworn to and subscribed before me this day of 2026

| Notary Person Printed Name | Notary Person Signature | My Notary Commission Expires |
|---|---|---|
| Tara Lynn Harris | Tara Lynn Harris | February 11, 2030 |

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

# 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) |
|---|---|---|
| MANNING, DONALD ADAM | COO | [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?

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?

YES

| If Yes, Legal Business Name | Business DBA | Physical Location Address (Street, City, Zip Code) |
|---|---|---|
| MANNING, INC | PIGGLY WIGGLY | 306 SOUTH UNIVERSITY BLVD, MOBILE, AL 36609 |
| MANNING, INC | PIGGLY WIGGLY | 5651 MOFFETT RD, MOBILE, AL 36618 |
| | | |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| N/A | | |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| | | | |

| Date of Birth | Place of Birth (City, State, Nation) | Social Security Number | Mobile/Phone Number |
|---|---|---|---|
| | | | |

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

| If Yes, Law Violation | Arresting Agency | Arrest Date | Disposition |
|---|---|---|---|
| | | | |

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

| If Yes, Legal Business Name | Business DBA | Physical Location Address (Street, City, Zip Code) |
|---|---|---|
| | | |
| | | |

**Additional State of Alabama ABC License(s) not yet listed on Application**

| Person Name | If Yes, Legal Business Name | Business DBA | Physical Location Address (Street, City, Zip Code) |
|---|---|---|---|
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# 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 |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5783 | 126873 | 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

MANNING, INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

306 SOUTH UNIVERSITY BLVD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| BETSY WHITE | CPA | YES | [redacted] | |

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

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:

MANNING, INC

dba PIGGLY WIGGLY

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

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

306 SOUTH UNIVERSITY BLVD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 7, 2026 for application number 2026 - 5783

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris
Revenue Department Representative

# PUBLIC NOTICE!

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**MANNING, INC**

Trade Name (DBA)

**PIGGLY WIGGLY**

Location Address

**306 SOUTH UNIVERSITY BLVD**

Zip Code

**36609**

Application Number

**2026 - 5783**

Notice Post Date @ Location

**03/16/2026**

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

**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.

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260122145213294**

**Type License:** 720 - RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

**Trade Name:** PIGGLY WIGGLY
**Filing Fee:** $50.00
**Applicant:** MANNING INC
**Transfer Fee:**
**Location Address:** 306 S UNIVERSITY BLVD MOBILE, AL 36609
**Mailing Address:** 306 S UNIVERSITY BLVD MOBILE, AL 36609
**County:** MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**
**Product Type:** 03 **Type Ownership:** CORPORATION
**Book, Page, or Document info:** 1373 0980
**Do you sell Draft Beer?:**
**Date Incorporated:** 08/13/1974 **State incorporated:** AL **County Incorporated:** MOBILE
**Date of Authority:** 08/13/1974
**Federal Tax ID:** 63-0674675 **Alabama State Sales Tax ID:** 4900 18215

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|---|---|---|---|
| [redacted] | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14?

Does ABC have any actions pending against the current licensee?

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked?

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260122145213294**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?

**Contact Person:** BETSY WHTIE
**Business Phone:** [redacted]
**Fax:**

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous Vendor Number:

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260122145213294

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

Name of Property owner/lessor and phone number: GETTING CORRECTED 251-999-9999

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business?

Is there any further interest, or connection with, the licensee's business by the lessor?

Does the premise have a fully equipped kitchen?

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

Does the establishment have restroom facilities?

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

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

Building Dimensions Square Footage: 999

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260122145213294

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260122145213294

**Initial each** — **Signature page**

- [BW] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [X] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [X] In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.
- [X] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
  The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- [ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Betsy White, POA

Signature of Applicant: Betsy White

Notary Name (print): TRACY D. BRYAN

Notary Signature: Tracy D. Bryan

Commission expires: 11-7-28

TRACY D. BRYAN
MY COMMISSION EXPIRES
NOVEMBER 7, 2028
NOTARY PUBLIC
STATE OF ALABAMA

**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
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260122145213294

**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

**Special Events / Special Retail (7 days or less)**
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

**Other Explanations**

KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

[redacted]

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Constantine,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
[redacted]

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Manning,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]334-676-

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
[redacted]

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. White,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



INTERNAL REVENUE SERVICE

IRS

# FAX TRANSMISSION
## Cover Sheet

Date: February 26, 2025

**To:** _____

Address/Organization: _____

Fax Number: [redacted] Office Number: _____

**From:** Townsend Alicia E

Address/Organization: _____

Fax Number: [redacted] Office Number: _____

Number of pages: 2 *Including cover page*

---

**Subject:**

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

**Department of the Treasury**
**Internal Revenue Service**
**OGDEN, UT 84201-14566**

In reply refer to: 0457645573
2/26/2025 LTR 147C

MANNING INC
FOOD FOR LESS
4720 MOFFETT RD
MOBILE, AL 36618-2226-202

Employer Identification Number: 63-0674675

Dear Taxpayer:

Thank you for your inquiry of 2/26/2025.

Your Employer Identification Number (EIN) is 63-0674675.
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, you can call [redacted] 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,

A. Townsend
1005562276
CSR

# 2026

## SALES TAX LICENSE

# State of Alabama

Alabama Department of Revenue

ISSUED TO:

MANNING INC

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|---|---|---|---|
| SLS | 4900 18215 | 01/1/2026 | 12/31/2026 |

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

100 PLANTATION POINTE FAIRHOPE AL 36532-2960
10760 LOTT RD CHUNCHULA AL 36521-3618
1078 S HICKORY ST LOXLEY AL 36551-4585
1200 S MCKENZIE ST FOLEY AL 36535-1819
1360 NAVCO RD MOBILE AL 36605-2421
19180 HIGHWAY 43 MOUNT VERNON AL 36560-3446
2204 HALLS MILL RD MOBILE AL 36606-4602
2260 SAINT STEPHENS RD MOBILE AL 36617-3731
2312 SAINT STEPHENS RD MOBILE AL 36617-3600
2601 DAUPHIN ISLAND PKWY UNIT 20 MOBILE AL 36605-3408
2655 DAUPHIN ISLAND PKWY MOBILE AL 36605-3408
306 S UNIVERSITY BLVD MOBILE AL 36609-2909
3445 SAINT STEPHENS RD WHISTLER AL 36612-1238
4720 MOFFETT RD MOBILE AL 36618-2226
5651 MOFFETT RD MOBILE AL 36618-2621
6530 SPANISH FORT BLVD STE F SPANISH FORT AL 36527-5014
719 SARALAND BLVD S SARALAND AL 36571-3604
187 BALDWIN SQUARE FAIRHOPE AL 36532-2046

**Department of the Treasury**
**Internal Revenue Service**
**OGDEN, UT 84201-14566**

In reply refer to: 0457645573
2/26/2025 LTR 147C

MANNING INC
FOOD FOR LESS
4720 MOFFETT RD
MOBILE, AL 36618-2226-202

Employer Identification Number: 63-0674675

Dear Taxpayer:

Thank you for your inquiry of 2/26/2025.

Your Employer Identification Number (EIN) is 63-0674675.
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, you can call [redacted] f 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,

A. Townsend
1005562276
CSR

KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

[redacted]

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. White,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Constantine,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

[redacted]

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Manning,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

# STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT

THIS STOCK REDEMPTION AND PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 5th day of MARCH, 2022 (the "**Effective Date**"), by and among (i) DANNY O. MANNING, an Alabama resident (the "**Seller**"), (ii) KAMAL CONSTANTINE, an Alabama resident, ADAM MANNING, an Alabama resident and DAVID M. WHITE, an Alabama resident (collectively the "**Purchasers**"), and (iii) MANNING, INC. an Alabama corporation (the "**Corporation**").

## RECITALS:

WHEREAS, Seller owns fifty-two (52) shares of the authorized and issued common stock of the Corporation, which shares constitute one hundred percent (100%) of the outstanding issued shares of the Corporation (the "**Seller Shares**"); and

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, Corporation has agreed: (i) with Seller to purchase and redeem the Seller's Shares from Seller; and (ii) with Purchasers to sell and issue to Purchasers one hundred (100) shares of the authorized and issued common stock of the Corporation (the "**Purchasers' Shares**"), in the proportions as hereinafter set forth.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto do hereby agree as follows:

Section 1. Stock Redemption and Purchase and Sale. Subject to the terms and conditions set forth in this Agreement:

1.1 Purchase and Redemption of Seller's Shares. Corporation hereby purchases and redeems from Seller, and Seller hereby sells and transfers to Corporation the Seller's Shares, free and clear of all liens, claims, pledges, security interests, encumbrances, adverse claims and legal, equitable, transfer and other restrictions (collectively, "**Liens**"). Concurrently with the execution and delivery of this Agreement, Seller has delivered to Corporation certificates representing all of the Seller's Shares, together with an accompanying stock power or instrument of assignment, duly endorsed for transfer of the Seller's Shares to Corporation.

1.2 Sale and Issuance of Purchasers' Shares. Corporation hereby sells and issues to Purchasers and Purchasers hereby purchase from Corporation in the proportions set forth on Exhibit A annexed hereto, which is incorporated herein by reference and made a part hereof, the Purchasers' Shares, free and clear of all Liens. Concurrently with the execution and delivery of this Agreement, Corporation has delivered to Purchasers, respectively, certificates representing all of the Purchasers' Shares.

**UNANIMOUS CONSENT OF SHAREHOLDERS**
**OF**
**MANNING, INC.**
**IN LIEU OF SPECIAL MEETING**

As permitted by §10A-2A-7.04, *Code of Alabama* (1975), the undersigned, being all of the Shareholders of MANNING, INC., an Alabama corporation (the "Corporation"), in lieu of a special meeting of the Shareholders, do hereby consent to, authorize and direct the adoption of the following resolutions, viz:

**RESOLVED,** that the following named persons are hereby appointed to serve as the Directors of the Corporation until their successors are duly elected and qualified:

KAMAL CONSTANTINE
ADAM MANNING
DAVID M. WHITE

**RESOLVED FURTHER,** that the resignation of DANNY O. MANNING, as a Director of the Corporation be accepted as of its tender.

DATED this 8th day of MARCH, 2022.

KAMAL CONSTANTINE

ADAM MANNING

DAVID M. WHITE

# CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

## LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

| LEGAL DESCRIPTION OF PROPERTY |
|---|
| ***REQUIRED*** - contact the Map & Plat Room located at Mobile County Revenu[redacted]s should be included on your deed and/or lease paperwork |

| Ownership Type | Company Name |
|---|---|

The above described property is ☐ Owned ☒ Leased to/by Manning Inc.

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 1 day of March 20 26

| Notary Printed Name | Notary Signature | My (Notary) Commission Expires |
|---|---|---|
| TRACY D. BRYAN | Tracy D. Bryan | 11-7-2028 |

Notary Stamp

TRACY D. BRYAN MY COMMISSION EXPIRES NOVEMBER 7, 2028 NOTARY PUBLIC STATE OF ALABAMA

Owner of Property (Print Name)

Owner of Property (Signature)

Street Address

City, State, Zip

Date Agreement Signed

Applicant Name (Print Name)

Betsy White POA

Applicant Name (Signature)

Betsy White

Street Address

[redacted]

3/18/26

Create Date 03.04.2026

# CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

## PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

| Business Structure | Application Type | Transfer - License? | Description/Type |
|---|---|---|---|
| ☐ Sole Proprietorship | ☑ New Business | ☑ No ☐ Yes | ☐ Pharmacy |
| ☐ Limited Liability Company (LLC) | ☐ New Owner | Relocation Date | ☑ Retail Food Store |
| ☑ Corporation | ☐ Location Change | | ☐ Specialty Retailer |
| | | | ☐ Other |

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

☐ 011 - Lounge Retail Liquor (Class II) - Package Store
☐ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☑ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☐ Edibles ☐ Topicals ☐ Sublingual ☐ Other (explain)

| Legal Business Name | Trade Name (DBA) |
|---|---|
| Wingfield, Inc. | Wiggly Wiggly |

| Company Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 306 S. University Blvd | Mobile | AL | 36609 |

Business Contact Person Information

| Name | Title | Phone | Email |
|---|---|---|---|
| Barry Wood | VP | [redacted] | |

**URBAN DEVELOPMENT DEPARTMENT USE ONLY**

| Building Sq Footage | Parking Provided | Parking Required | Compliance | Zoning | Approved |
|---|---|---|---|---|---|
| 43619 | 109+ | 109 | ✓ | B-3 / B-2 | ✓ |

Comments

EXISTING GROCERY/RETAIL STORE

| Print Name | Signature | Date |
|---|---|---|
| CALDWELL C. WHISTLER | Caldwell C. Whistler | 4-6-2026 |

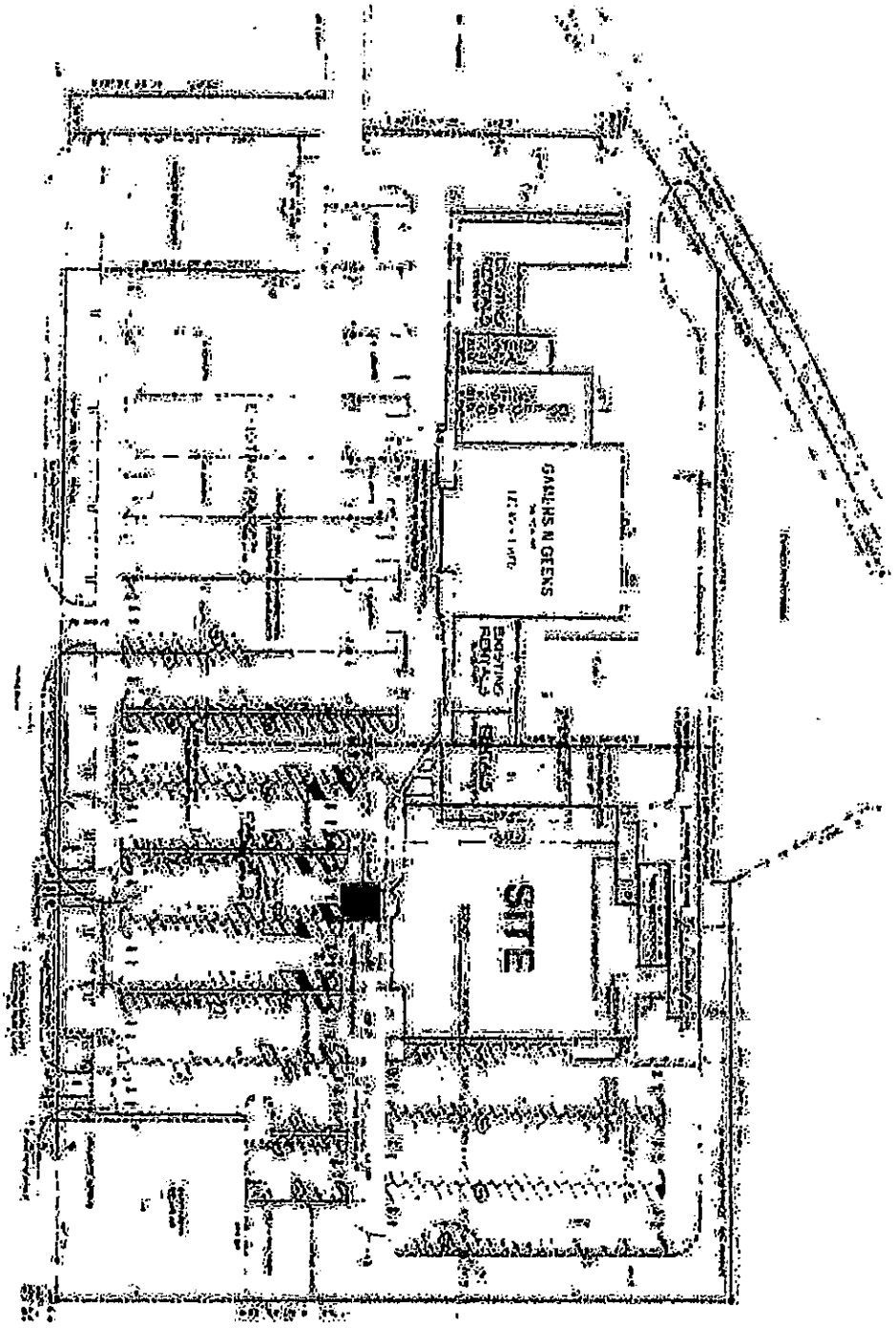
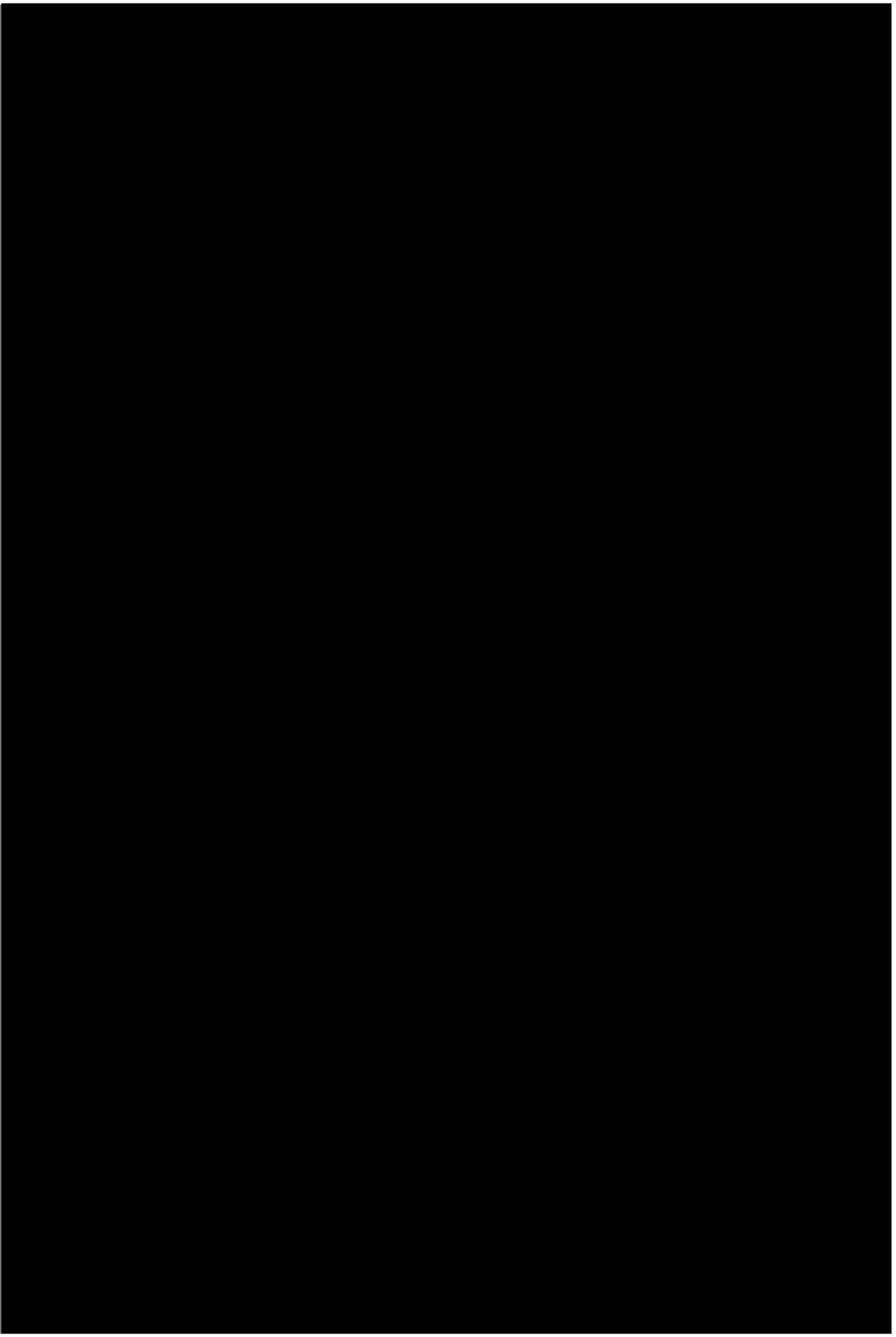



**EXHIBIT B**

**LEGAL DESCRIPTION OF THE LAND**



# Planning & Zoning Department

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

| PERMIT NUMBER |
| --- |
| ZC-122382-2023 |
| Issue Date: 10/19/2023 |

## ZONING CERTIFICATION

| Parcel Number | Street Address | Suite Number |
| --- | --- | --- |
| R022808272002002.06 | 306 S University Blvd | |

| Business Name | Issued To | Zoning Districts |
| --- | --- | --- |
| PIGGLY WIGGLY #15 | Name: David M. White<br>Company: PIGGLY WIGGLY #15<br>Address: 306 S University Blvd<br>Mobile, AL 36609<br>Phone: [redacted] | B-3, B-2 |

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

GROCERY STORE/MARKET

**Conditions of Use**

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

**Issued By:** Jackson Taylor

City of Mobile, PO Box 1827 Mobile, AL 36633-1827
[redacted]

# R E S O L U T I O N

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: | Specialty Retailer of Consumable Hemp Products |
| Submitted by: | Manning, Inc. |
| Location: | Piggly Wiggly<br>5651 Moffett Road<br>Mobile, AL 36618 |

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 |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5784 | 120897 | 7 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
5651 MOFFETT ROAD

City, State, Zip Code
MOBILE AL 36618

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 |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5784 | 120897 | 7 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

5651 MOFFETT ROAD

City, State, Zip Code

MOBILE AL 36618

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

# City of Mobile ABC Licensing & Compliance Application

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5 | 120897 | 7 | April 7, 2026 |

| License Type Applied for with Alabama ABC Board | 2nd License Type Applied for with Alabama ABC Board |
|---|---|
| 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCT | |

## Business Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| MANNING INC | PIGGLY WIGGLY |

| Business Structure Type | Incorporation Date | SOS Entity ID | State | County |
|---|---|---|---|---|
| CORP - CORPORATION | 08/13/1974 | 000-035-349 | AL | MOBILE |

| Federal Tax ID (FEIN) | Alabama State Sales Tax ID | Business Phone Number | If Hemp, Product Type |
|---|---|---|---|
| 63-0674675 | 4900 18215 | [redacted] | BEVERAGES |

| Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 5651 MOFFETT ROAD | MOBILE | AL | 36618 |

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

| Prim | | |
|---|---|---|
| GROCERY/MARKET STORE | | N/A |

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| BETSY WHITE | CPA | YES | [redacted] | |

## If Transfer of ABC License, Previous Licensee Information

| Legal Business Name | Trade Name (DBA) |
|---|---|
| N/A | |

| ABC License Type | License Number |
|---|---|
| | |

## Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NO

| Property Owner Name and/or Contact Person Name | Property Owner Phone |
|---|---|
| TOWN WEST LTD | [redacted] |

| Property Owner Mailing Address (Street Address, Suite #, PO Box) | City | State | Zip Code |
|---|---|---|---|
| 5737 MOFFETT RD | MOBILE | AL | 36618 |

| Bldg Square Footage | Bldg Seating Capacity | Restroom Facilities | Patio Area | Structure Type | License Covers |
|---|---|---|---|---|---|
| 43,619 | 0 | YES | NO | SHOPPING CENTER | |

| | |
|---|---|
| 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 DBal

# 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) |
|---|---|---|
| WHITE, DAVID MAYNARD | CFO | [redacted] |

Home Address (Street Address, Apt/Unit #) [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) |
|---|---|---|---|
| YES | MANNING, INC | PIGGLY WIGGLY | 5651 MOFFETT ROAD, MOBILE AL 36618 |
| | | | |
| | | | |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| CONSTANTINE, KAMAL RIZKALIAH | CEO | [redacted] |

Home Address (Street Address, Apt/Unit #) City State Zip Code [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 | MANNING, INC | PIGGLY WIGGLY | 5651 MOFFETT ROAD, MOBILE, AL 36618 |
| | | | |
| | | | |

**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) |
|---|---|---|---|
| WHITE, ELIZABETH M | CPA | [redacted] | |

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

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 DBae

# 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) |
|---|---|---|
| MANNING, DONALD ADAM | COO | [redacted] |

[redacted]

| | 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) |
|---|---|---|---|
| YES | MANNING, INC | PIGGLY WIGGLY | 306 SOUTH UNIVERSITY BLVD, MOBILE, AL 36609 |
| | MANNING, INC | PIGGLY WIGGLY | 5651 MOFFETT RD, MOBILE, AL 36618 |
| | | | |

| Full Name (Last, First, Middle) | Title | Driver's License (State, Number) |
|---|---|---|
| N/A | | |

| Home Address (Street Address, Apt/Unit #) | City | State | Zip Code |
|---|---|---|---|
| | | | |

| Date of Birth | Place of Birth (City, State, Nation) | Social Security Number | Mobile/Phone Number |
|---|---|---|---|
| | | | |

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

| | If Yes, Law Violation | Arresting Agency | Arrest Date | Disposition |
|---|---|---|---|---|
| | | | | |

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

| | If Yes, Legal Business Name | Business DBA | Physical Location Address (Street, City, Zip Code) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

**Additional State of Alabama ABC License(s) not yet listed on Application**

| Person Name | If Yes, Legal Business Name | Business DBA | Physical Location Address (Street, City, Zip Code) |
|---|---|---|---|
| N/A | | | |
| | | | |
| | | | |
| | | | |
| | | | |

# City of Mobile ABC Licensing & Compliance Application

## CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

| Owner/Applicant/POA Printed Name | Date of Application Signature |
|---|---|
| Donald Adam Manning | 4-1-26 |
| **Owner/Applicant/POA Signature** | **Title of Person Signing this Application** |
| Donald Adam Manning | Owner |

Sworn to and subscribed before me this day of 20 26

| Notary Person Printed Name | Notary Person Signature | My Notary Commission Expires |
|---|---|---|
| Tara Lynn Harris | Tara Lynn Harris | February 11, 2030 |

STATE OF ALABAMA NOTARY PUBLIC
TARA LYNN HARRIS
My Commission Expires
February 11, 2030

Signature Page

# City of Mobile ABC Licensing & Compliance Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

| Application Date | Application Type | Application Number | License Account # | Council District | Council Agenda Date |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5 | 120897 | 7 | 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)

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name

MANNING INC

Trade Name (DBA)

PIGGLY WIGGLY

Location Address

5651 MOFFETT ROAD

City, State, Zip Code

MOBILE AL 36618

Contact Person Information

| Name | Title | POA | Phone | Email |
|---|---|---|---|---|
| BETSY WHITE | CPA | YES | [redacted] | |

Has any outstanding license and tax issues been addressed and corrected with this business?

What is/was the start date of this business?

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:

MANNING INC

dba PIGGLY WIGGLY

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

700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS and

for the premises located at

5651 MOFFETT ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 7, 2026 for application number 2026 - 5

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

Tara Lynn Harris

Revenue Department Representative

# PUBLIC NOTICE!

**An application has been submitted to the Mobile City Council for an ABC Compliance License. This license would authorize the sale of alcoholic beverages and/or consumable hemp products at the location listed below.**

License Type(s)

**700 - SPECIALTY RETAILER OF CONSUMABLE HEMI**

Legal Business Name

**MANNING INC**

Trade Name (DBA)

**PIGGLY WIGGLY**

Location Address

**5651 MOFFETT ROAD**

Zip Code

**36618**

Application Number

**2026 - 5**

Notice Post Date @ Location

**03/16/2026**

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

**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.

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260123122307331**

**Type License:** 720 - RETAIL FOOD STORE CONSUMABLE HEMP PRODUCTS **State:** $1,000.00 **County:** $0.00

**Trade Name:** PIGGLY WIGGLY **Filing Fee:** $50.00

**Applicant:** MANNING INC **Transfer Fee:**

**Location Address:** 5651 MOFFETT RD MOBILE, AL 36618

**Mailing Address:** 306 S UNIVERSITY BLVD MOBILE, AL 36609

**County:** MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:**

**Product Type:** 03 **Type Ownership:** CORPORATION

**Book, Page, or Document info:** 1373 0980

**Do you sell Draft Beer?:**

**Date Incorporated:** 08/13/1974 **State incorporated:** AL **County Incorporated:** MOBILE

**Date of Authority:** 08/13/1974

**Federal Tax ID:** 63-0674675 **Alabama State Sales Tax ID:** 4900 18215

| Name: | Title: | Date and Place of Birth: | Residence Address: |
|---|---|---|---|
| [redacted] | | | |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14?

Does ABC have any actions pending against the current licensee?

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked?

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number: 20260123122307331**

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?

**Contact Person:** BETSY WHITE
**Business Phone** [redacted]
**Fax:**

[redacted]

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260123122307331

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

Name of Property owner/lessor and phone number: TOWN WEST LTD [redacted]

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business?

Is there any further interest, or connection with, the licensee's business by the lessor?

Does the premise have a fully equipped kitchen?

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

Does the establishment have restroom facilities?

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

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

Building Dimensions Square Footage: 43619

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260123122307331

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

| Name: | Violation & Date: | Arresting Agency: | Disposition: |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260123122307331

**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

**Special Events / Special Retail (7 days or less)**
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

**Other Explanations**

# STATE OF ALABAMA
## ALCOHOLIC BEVERAGE CONTROL BOARD
### CONSUMABLE HEMP PRODUCTS APPLICATION
**Confirmation Number:** 20260123122307331

**Signature page**

| Initial each | |
|---|---|
| BW | In reference to law violations, I attest to the truthfulness of the responses given within the application. |
| BW | In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. |
| BW | 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. |
| BW | 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. |
| BW | 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. |
| BW | 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): Betsy White, Pres

Signature of Applicant: Betsy White

Notary Name (print): Tracy D. Bryan

Notary Signature: Tracy D. Bryan

Commission expires:

TRACY D. BRYAN
MY COMMISSION EXPIRES
NOVEMBER 7, 2028
NOTARY PUBLIC
STATE OF ALABAMA

**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:**

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Constantine,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. Manning,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



KAY IVEY
GOVERNOR

# ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115

HAL TAYLOR
SECRETARY

March 10, 2025

Dear Mr. White,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

[redacted]

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation



INTERNAL REVENUE SERVICE

IRS

# FAX TRANSMISSION
## Cover Sheet

Date: February 26, 2025

**To:** _____

Address/Organization: _____

Fax Number: [redacted] Office Number: _____

**From:** Townsend Alicia E

Address/Organization: _____

Fax Number: [redacted] Office Number: _____

Number of pages: 2 *Including cover page*

---

**Subject:**

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

**Department of the Treasury**
**Internal Revenue Service**
**OGDEN, UT 84201-14566**

In reply refer to: 0457645573
2/26/2025 LTR 147C

MANNING INC
FOOD FOR LESS
4720 MOFFETT RD
MOBILE, AL 36618-2226-202

Employer Identification Number: 63-0674675

Dear Taxpayer:

Thank you for your inquiry of 2/26/2025.

Your Employer Identification Number (EIN) is 63-0674675.
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, you can [redacted] 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,

A. Townsend
1005562276
CSR

# 2026

SALES TAX LICENSE

# State of Alabama

Alabama Department of Revenue

ISSUED TO:

MANNING INC

| ACCOUNT TYPE | ACCOUNT NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|---|---|---|---|
| SLS | 4900 18215 | 01/1/2026 | 12/31/2026 |

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

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

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

NAICS CODE: 445110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

100 PLANTATION POINTE FAIRHOPE AL 36532-2960
10760 LOTT RD CHUNCHULA AL 36521-3618
1078 S HICKORY ST LOXLEY AL 36551-4585
1200 S MCKENZIE ST FOLEY AL 36535-1819
1360 NAVCO RD MOBILE AL 36605-2421
19180 HIGHWAY 43 MOUNT VERNON AL 36560-3446
2204 HALLS MILL RD MOBILE AL 36606-4602
2260 SAINT STEPHENS RD MOBILE AL 36617-3731
2312 SAINT STEPHENS RD MOBILE AL 36617-3600
2601 DAUPHIN ISLAND PKWY UNIT 20 MOBILE AL 36605-3408
2655 DAUPHIN ISLAND PKWY MOBILE AL 36605-3408
306 S UNIVERSITY BLVD MOBILE AL 36609-2909
3445 SAINT STEPHENS RD WHISTLER AL 36612-1238
4720 MOFFETT RD MOBILE AL 36618-2226
5651 MOFFETT RD MOBILE AL 36618-2621
6530 SPANISH FORT BLVD STE F SPANISH FORT AL 36527-5014
719 SARALAND BLVD S SARALAND AL 36571-3604
187 BALDWIN SQUARE FAIRHOPE AL 36532-2046



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Lease"), is made entered into effective as of the 10th day of May, 2022 (the "Effective Date"), between **Rochester-Mobile, L.L.C.**, a Delaware limited liability company and **Salzman-Mobile, L.L.C.**, a Delaware limited liability company, having an office at 6900 Wisconsin Ave Suite 700 Chevy Chase, MD 20815 (hereinafter collectively called "Landlord"), and **Manning, Inc., d/b/a Piggly Wiggly**, an Alabama corporation, having an office at 4720 Moffett Rd. Mobile, AL 36618 (hereinafter called "Tenant").

WITNESSETH:

Landlord and Tenant covenant and agree as follows:

### 1. EXHIBITS.

The following Exhibits are annexed hereto and made a part hereof:

A. Exhibit A, a site plan of the Shopping Center (as hereinafter defined);

B. Exhibit B, a legal description of the Land;

C. Exhibit C, form of agreement setting forth the Rent Commencement Date (as hereinafter defined) and the date of expiration of the term of this Lease;

D. Exhibit D, Tenant Exclusives;

E. Exhibit E, Memorandum of Lease.

### 2. DEMISED PREMISES.

A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises labeled "Site" on **Exhibit A** and the improvements now or hereafter erected on said premises (said premises and improvements being hereafter collectively called the "Demised Premises"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. The Demised Premises, containing approximately 53,924 rentable square feet of ground floor building area, is located at 306 South University Blvd. in Mobile, Alabama within that certain parcel of land (hereinafter called the "Land") described on **Exhibit B**. Any buildings and improvements now or hereafter erected on the Land shall be hereinafter called "Improvements". The portion of the building where the Demised Premises is located is sometimes referred to herein as the "Tenant's Building." The Land and the Improvements shall be hereafter collectively called the "Shopping Center".

B. The Demised Premises are leased subject to (a) the existing state of title as of the commencement of the term of this Lease and all easements, conditions, covenants, restrictions and encumbrances of record (the "Permitted Encumbrances") in the Real Property Records of the county in which the Demised Premises is located (the "Probate Records"), (b) any state of facts which an

**IN WITNESS WHEREOF** this Lease has been duly executed as of the day and year first above written.

WITNESSES

Print Name: Patricia L. Ruggiero

Print Name: Dilcia Rivera

LANDLORD: ROCHESTER-MOBILE, L.L.C.

By:
Name: HARVEY S. FEUERSTEIN
Title: Managing Member
Date: June 8, 2022

WITNESSES

Print Name: Marvin L Becker

Print Name: Robert C Maddamma

LANDLORD: SALZMAN-MOBILE, L.L.C.

By:
Name: DARYL J. KAPLAN
Title: MANAGING MEMBER
Date: 6/9/22

WITNESSES

Print Name: Matthew D Hardwick

Print Name: Tiffany Howell

TENANT: MANNING, INC., d/b/a Piggly Wiggly, an Alabama corporation

By:
Name: KAMAL CONSTANTINE
Title: President
Date: May 13, 22

# CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

## LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

| LEGAL DESCRIPTION OF PROPERTY |
|---|
| ***REQUIRED*** - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork<br>attached |

| Ownership Type | Company Name |
|---|---|
| | |

The above described property is ☐ Owned ☒ Leased to/by [illegible]

Who has applied for an *ALABAMA CONSUMABLE HEMP PRODUCTS LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 10 day of April 20 26

| Notary Printed Name | Notary Signature | My (Notary) Commission Expires |
|---|---|---|
| TRACY D. BRYAN | Tracy D. Bryan | 11-7-2028 |

Notary Stamp

TRACY D. BRYAN
MY COMMISSION EXPIRES
NOVEMBER 7, 2028
NOTARY PUBLIC
STATE OF ALABAMA

| Owner of Property (Print Name) | Applicant Name (Print Name) |
|---|---|
| | Betsy White, PA |
| **Owner of Property (Signature)** | **Applicant Name (Signature)** |
| | Betsy White |
| **Street Address** | **Street Address** |
| | 306 S. University Blvd |
| **City, State, Zip** | **City, State, Zip** |
| | Mobile, AL 36609 |
| **Date Agreement Signed** | **Date Agreement Signed** |
| | 3/11/26 |

Create Date 03.04.2026

# CITY of MOBILE CONSUMABLE HEMP PRODUCTS APPLICATION

## PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process a consumable hemp products application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

| Business Structure | Application Type | Transfer - License? | Description/Type |
|---|---|---|---|
| ☐ Sole Proprietorship | ☑ New Business | ☑ No ☐ Yes | ☐ Pharmacy |
| ☐ Limited Liability Company (LLC) | ☐ New Owner | Relocation Date | ☑ Retail Food Store |
| ☑ Corporation | ☐ Location Change | | ☐ Specialty Retailer |
| | | | ☐ Other |

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

☐ 011 - Lounge Retail Liquor (Class II) - Package Store
☐ 700 - Specialty Retailer of Consumable Hemp Products
☐ 710 - Pharmacy Consumable Hemp Products
☑ 720 - Retail Food Store of Consumable Hemp Products

Following Products to be Sold (*MUST* match with ABC Board) - check ALL that apply

☑ Beverages ☐ Edibles ☐ Topicals ☐ Sublingual ☐ Other (explain)

| Legal Business Name | Trade Name (DBA) |
|---|---|
| Manning, Inc. | Piggly Wiggly |

| Company Physical Address (Street Address, Suite #) | City | State | Zip Code |
|---|---|---|---|
| 5051 Mitchell Road | Mobile | AL | 36618 |

Business Contact Person Information

| Name | Title | Phone | Email |
|---|---|---|---|
| Betsy White | POA | [redacted] | |

**URBAN DEVELOPMENT DEPARTMENT USE ONLY**

| Building Sq Footage | Parking Provided | Parking Required | Compliance | Zoning | Approved |
|---|---|---|---|---|---|
| 999 | 3+ | 3 | ✓ | B-3 | ✓ |

Comments

EXISTING GROCERY / RETAIL STORE

| Print Name | Signature | Date |
|---|---|---|
| CALDWELL C. WHISTLER | Caldwell C. Whistler | 9-6-2026 |

EXHIBIT A

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 |
|---|---|---|---|---|---|
| 03/16/2026 | NEW APPLICATION | 2026 - 5783 | 126873 | 6 | April 14, 2026 |

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

Legal Business Name
MANNING, INC

Trade Name (DBA)
PIGGLY WIGGLY

Location Address
306 SOUTH UNIVERSITY BLVD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **10th** day of **March**, 2026 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **10th** day of **March, 2026**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1676** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

**58-271** **2026**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

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

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1676** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **14th day of April, 2026**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: MAR 10 2026

City Clerk

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 2, 2026**

SUBJECT: WEED LIEN GROUP **1676**

Attached, please find Assessment Lists for Weed Lien Group Number **1676** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017, the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 3/10/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 4/14/2026

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 3/12/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 3/26/2026

LEGAL NOTICE ADS: 4/1/2026-4/8/2026

POSTING DATE: 4/7/2026

Copy to: Marchetta Taite

| | WEED LIEN | |
|---|---|---|
| | CONTRACT NUMBER | |
| | 1676 | Res. No. |
| 3/10/2026 | LOTS TO BE DECLARED | 58- |
| 4/14/2026 | LOTS FOR PUBLIC HEARING | 58- |
| //2026 | LOTS TO BE ASSESSED FOR COST | 58- |

| No. | Address | OLD SRO CASE # | CASE # | Amount Assessed | Dis | N/A CBO |
|---|---|---|---|---|---|---|
| 1 | 2627 Wealthy St | 71167 | 114270 | | 1 | |
| 2 | 1306 Brussells St | 111661 | 114271 | | 2 | |
| 3 | 1555 Plover St | 111574 | 114272 | | 2 | |
| 4 | 709 North Carolina St | 111665 | 114274 | | 3 | |
| 5 | 810 Virginia St | 111669 | 114275 | | 2 | |
| 6 | 866 Baltimore St | 94474 | 114276 | | 3 | |
| 7 | 1209 Barker Dr E | 69594 | 142277 | | 7 | |
| 8 | 808 Baltimore St | 110920 | 114279 | | 3 | |
| 9 | 604 Titi St | 111004 | 114280 | | 2 | |
| 10 | 2801 Haas Ave | 68251 | 114282 | | 1 | |
| 11 | 768 Baltimore St | 95175 | 114283 | | 3 | |
| 12 | 102 N Pine St | 65391 | 114284 | | 2 | |
| 13 | 0 South Carolina St | 50838 | 114287 | | 3 | |
| | Par. No. (29 10 37 0 003 044.XXX) | | | | | |
| 14 | 1464 Center St | 68994 | 114288 | | 2 | |
| 15 | 1383 Riviera Dr E | 51486 | 114289 | | 3 | |
| 16 | 768 Baltimore St | 49390 | 114290 | | 3 | |
| 17 | 628 Donald St | 110186 | 114291 | | 1 | |
| 18 | 354 St Charles Ave | 111475 | 114292 | | 2 | |
| 19 | 858 McQuillen St | 98011 | 114293 | | 3 | |
| 20 | 1212 Barker Dr E | 111365 | 114294 | | 7 | |
| | | | | $ - | | |

| Numbers of lots cut District total for this group | | Numbers of lots cut | |
|---|---|---|---|
| 1 | 3 | 1 | |
| 2 | 7 | 2 | |
| 3 | 8 | 3 | |
| 4 | 0 | 4 | |
| 5 | 0 | 5 | |
| 6 | 0 | 6 | |
| 7 | 2 | 7 | |
| | 20 | | 0 |

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

Gary Jackson 3/4/26
Marchetta Davis 3-4-26

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

**M E M O R A N D U M**

**TO:** Lana Pafenbach, City Clerk's Office

**FROM:** Gary Jackson, Deputy Director

**DATE:** **March 24, 2026**

**SUBJECT:** **Weed Lien Group 1674 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1674.** Please place these on the City Council's Agenda for **April 7, 2026.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

| | WEED LIEN | |
|---|---|---|
| | CONTRACT NUMBER | 5748 |
| | 1674 | Res. No. |
| 12/16/2024 | LOTS TO BE DECLARED | 58-1539 |
| 1/20/2026 | LOTS FOR PUBLIC HEARING | 58-050 |
| 4/7/2026 | LOTS TO BE ASSESSED FOR COST | 58- |

| | | OLD SRO | | Amount | Dis | N/A |
|---|---|---|---|---|---|---|
| No. | Address | CASE # | CASE # | Assessed | | CBO |
| 1 | 310 Dunbar St | 53911 | 110665 | $ 455.00 | 2 | |
| 2 | 308 Dunbar St | 50831 | 110666 | $ 50.00 | 2 | CBO |
| 3 | 2814 Cottage Hill Rd | 72709 | 110667 | $ 50.00 | 1 | CBO |
| 4 | 1356 Stewart Ave | 51356 | 110668 | $ 429.00 | 2 | |
| 5 | 2450 Gulf Dr | 51462 | 110669 | $ 175.00 | 3 | |
| 6 | 0 Princeton Woods Dr E/1758 | 53296 | 110670 | $ 503.80 | 7 | |
| | Par. No. (28 03 05 4 000 009.XXX) | | | | | |
| 7 | 0 Princeton Woods Dr E/1770 | 65662 | 110671 | $ 471.00 | 7 | |
| | Par. No. ( 28 03 05 1 000 007.XXX) | | | | | |
| 8 | 1706 Wexford St | 76350 | 110673 | $ - | 2 | WL |
| 9 | 1966 Dublin St | 51343 | 110674 | $ 50.00 | 3 | CBO |
| 10 | 1964 Dublin St | 51342 | 110675 | $ - | 3 | N/A |
| 11 | 0 Frontage Rd | 77585 | 110676 | $ 50.00 | 3 | CBO |
| | Par. No. (29 10 37 0 008 075.XXX) | | | | | |
| 12 | 1032 Nellie St | 88593 | 110677 | $ 636.00 | 3 | |
| 13 | 2124 Hamilton Rd | 63172 | 110678 | $ 544.86 | 1 | |
| 14 | 2781 Graham Rd S | 64879 | 110679 | $ - | 7 | CBD |
| 15 | 316 Azalea Cir W | 71091 | 110680 | $ 280.00 | 7 | |
| 16 | 607 Mohawk St | 83816 | 110681 | $ 1,265.25 | 2 | |
| 17 | 1353 Windsor Ave | 82256 | 110682 | $ 531.00 | 3 | |
| 18 | 1312 Windson Ave | 80734 | 110683 | $ 175.00 | 3 | |
| 19 | 306 N Ann St | 77952 | 110684 | $ - | 2 | N/A |
| 20 | 1612 Marengo Dr | 81232 | 110685 | $ 423.00 | 3 | |
| 21 | 0 Princeton Woods Dr E | 53297 | 110686 | $ 373.00 | 7 | |
| | Par. No. ( 28 03 05 1 000 006.XXX) | | | | | |
| 22 | 1861 LaSalle St | 58971 | 110688 | $ 706.00 | 2 | |
| | | | | $ 7,167.91 | | |

| Numbers of lots cut District total for this group | | Numbers of lots cut | |
|---|---|---|---|
| 1 | 2 | 1 | 1 |
| 2 | 7 | 2 | 4 |
| 3 | 8 | 3 | 5 |
| 4 | 0 | 4 | 0 |
| 5 | 0 | 5 | 0 |
| 6 | 0 | 6 | 0 |
| 7 | 5 | 7 | 4 |
| | 22 | | 14 |

*ADD Added in from other Groups
*WL Wooded Lot
*CBO Cut By Owner
*CBD Cut Before Declared
*N/A Taken out by Inspector

Marchetta Jaute 3/31/26

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **CAFFEY JASON A LLC AN ALA**

**LIMITED LIABILITY COMPANY**

Address: **3055 SPRINGHLL AVE**

City, State, Zip: **MOBILE, AL 36607**

Group Number: **1674** Item # **1**

Lot Description: **LOT 6 BLK 1 CARVER COURT MBK 4 PG 239 #SEC 25 T4S R1W #MP29 07 25 0 003 (29 07 25 0 003 139.XXX) 310 DUNBAR ST**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 4,950 | 1 | $ | 125.0000 | $ | 125.00 |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | 50.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 40 | $ | 7.00 | $ | 280.00 |
| | | **Total Project Cost:** | | | $ | 455.00 |

SECRETARY

INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

| | | | |
|---|---|---|---|
| Lot Owner: | **CAFFEY JASON A LLC AN ALA** | | |
| | **LIMITED LIABILITY COMPANY** | | |
| Address: | **3055 SPRINGHLL AVE** | | |
| City, State, Zip: | **MOBILE, AL 36607** | | |
| Group Number: | **1674** | Item # | **2** |

Lot Description: **LOT 5 BLK 1 CARVER COURT MBK 4 P 239 #SEC 25 T4S R1W #MP29 07 25 0 003 (29 07 25 0 003 138.XXX) 308 DUNBAR ST**

| | | | | | |
|---|---|---|---|---|---|
| Nuisance Date: | 12/16/2025 | Posting Date: | 1/13/2026 | Hearing Date: | 1/20/2026 |
| Date lot was cut: | N/A | Contractor: N/A | | | |

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 4,950 | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | **50.00** |

SECRETARY

INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **DAVIS OVERSEER REGINALD**
**& LA TANJA AYERS-DAVIS**

Address: **1315 SPRINGVILLE RD**

City, State, Zip: **BIRMINGHAM, AL 35215-6503**

Group Number: **1674** Item # **3**

Lot Description: **LOTS 1, 2 & 3 PENNINGTON WOODS SUB MBK 18 P 99 #SEC 30 T4S R1W #MP29 09 30 1 000 (29 09 30 1 000 117.XXX) 2814 COTTAGE HILL RD**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: N/A Contractor: N/A

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | 0 | $ | 125.0000 | $ | - |
| Standard Rate | 31,760 | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | 50.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 50.00 |

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

| | | | |
|---|---|---|---|
| Lot Owner: | **MILES OLIVER & ELIZABETH** | | |
| Address: | **263 S SCOTT ST** | | |
| City, State, Zip: | **MOBILE, AL 36603-1614** | | |
| Group Number: | **1674** | Item # | **4** |

Lot Description: **LOT 35 BLK 6 OLLINGER & STEIN SUB OF PART BLK 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 156.XXX) 1356 STEWART AVE**

| | | | | | |
|---|---|---|---|---|---|
| Nuisance Date: | 12/16/2025 | Posting Date: | 1/13/2026 | Hearing Date: | 1/20/2026 |
| Date lot was cut: | 3/23/2026 | Contractor: Isaac Sampson | | | |

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 7,771 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 3 | $ | 3.00 | $ | **9.00** |
| Debris Removal | Cubic Yard | 35 | $ | 7.00 | $ | **245.00** |
| | | **Total Project Cost:** | | | $ | **429.00** |

Sheila E. Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **MOORER CAROL COLEMAN**

**C/O JERRELL COLEMAN**

Address: **8954 DAWES OAKS DR**

City, State, Zip: **THEODORE, AL 36582-9722**

Group Number: **1674** Item # **5**

Lot Description: **LOT 41 GULF TERRA SUB 1ST UNIT MBK 10/77 #SEC 51 T4S R1W #MP29 09 51 0 007 (29 09 51 0 007 296.XXX) 2450 GULF DR**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 9,188 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | **175.00** |

SECRETARY

INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **CLAYBORN LEMUEL & TRACEY CLAYBORN**

**C/O JP RESIDENTAL LLC**

Address: **500 LOCUST ST PMB 172**

City, State, Zip: **DES MOINES, IA 50309-4104**

Group Number: **1674** Item # **6**

Lot Description: **LOT 9 PRINCETON WOODS UNIT 1 MBK 27 P 25 #SEC 05 T4S R2W #MP28 03 05 4 000 (28 03 05 4 000 009.XXX) 1758 PRINCETON WOODS DR E/0 PRINCETON WOODS DR E**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 16,704 | $ | 0.0125 | $ | **208.80** |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 35 | $ | 7.00 | $ | **245.00** |
| | | **Total Project Cost:** | | | $ | **503.80** |

Sheila E Dean
SECRETARY

Marchetta Coute
INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **CLAYBORN LEMUEL & TRACEY CLAYBORN**

**C/O JP RESIDENTAL LLC**

Address: **500 LOCUST ST PMB 172**

City, State, Zip: **DES MOINES, IA 50309-4104**

Group Number: **1674** Item # **7**

Lot Description: **LOT 12 PRINCETON WOODS UNIT 1 MBK 27 P 25 #SEC 05 T4S R2W #MP28 03 05 1 000 (28 03 05 1 000 007.XXX) 1770 PRINCETON WOODS DR E**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | | $ | 125.0000 | $ | - |
| Standard Rate | | 14,080 | $ | 0.0125 | $ | **176.00** |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 35 | $ | 7.00 | $ | **245.00** |
| | | **Total Project Cost:** | | | $ | **471.00** |

Sheliece Dean
SECRETARY

Markhetta Jonte
INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **CARMICHALE PROPERTY GROUP LLC**

Address: **P. O. BOX 161561**

City, State, Zip: **MOBILE, AL 36616-2561**

Group Number: **1674** Item # **9**

Lot Description: **COMG AT SW COR OF LOT 1 BLK 1 RICKARBY PL DBK 116/208 TH RUN ELY ALG N ROW/L OF DUBLIN ST 95 FT TO POB OF PPTY HEREIN DESC TH CONT ELY ALG N ROW/L OF DUBLIN ST 43 FT TO PT TH RUN NLY & PAR TO E ROW/L OF DAUPHIN ISLAND PKWY 160.4 FT TO PT ON N/L OF LOT 3 BLK 1 RICKARBY PL TH RUN WLY ALG SD N/L OF SD LOT 3 DIS OF 43 TH RUN SLY & PAR TO E ROW/L OF DAUPHIN ISLAND PKWY 160.4 FT TO PT ON N/L OF DUBLIN ST & POB SD PPTY BEING A PORTION OF LOTS 1 2 & 3 BLK 1 RICKARBY PL #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 076.XXX) 1966 DUBLIN ST**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: N/A Contractor: N/A

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 5,770 | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | 50.00 |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | 50.00 |

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **WILKERSON JOHNNY FBO**

**BRITTANY WILKERSON**

Address: **383 SAVANNAH CIR**

City, State, Zip: **CALERA, AL 35040-7213**

Group Number: **1674** Item # **11**

Lot Description: **BEG AT NW COR OF LOT 65 SQR 1 OAKDALE SUB DBK 156 P 45 8 TH RUN E ALG N/L OF LOTS 65 & 64 OF SAID SUB 48 FT TO W/L OF INTERSTATE HWY TH RUN SW-LY ALG R/W OF HIGHWAY 129 FT M/L TO PT 25 FT M/L N OF SW COR OF LOT 65 TH RUN N ALG W/L OF LOT 65, 120.35 FT TO NW COR OF SAID LOT & BEG #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 075.XXX) 0 FRONTAGE RD**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: N/A Contractor: N/A

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 2,772 | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | **50.00** |

Sheila E Dean
SECRETARY

Marchetta Jeute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **ENGLISH WILL J & MELVENIA A**

**ATTN IVORY BALLARD**

Address: **1940 PRINCETON AVE UNIT 101**

City, State, Zip: **COLLEGE PARK, GA 30337-3505**

Group Number: **1674** Item # **12**

Lot Description: **LOT 21 BLK 4 & LOT 32 BLK 4 ARLINGTON TERRACE SUB DBK 156/256 #SEC 36 T4S R1W #MP29 11 36 0 003 (29 11 36 0 003 081.XXX) 1032 NELLIE ST**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 5,990 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 2 | $ | 3.00 | $ | **6.00** |
| Debris Removal | Cubic Yard | 65 | $ | 7.00 | $ | **455.00** |
| | | **Total Project Cost:** | | | $ | **636.00** |

Shelia E Dean
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **ROBINSON HAYWARD C &**

**C/O JESSICA DEAN**

Address: **7328 CITY VIEW DR**

City, State, Zip: **CHARLOTTE, NC 28212-6474**

Group Number: **1674** Item # **13**

Lot Description: **LOT 4 BLK E 1ST SECTOR WOLF RIDGE MANOR MBK 8 P 42 #SEC 01 T4S R2W #MP28 01 01 2 001 (28 01 01 2 001 091.XXX) 2124 HAMILTON RD**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 11,349 | $ | 0.0125 | $ | **141.86** |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 1 | $ | 3.00 | $ | **3.00** |
| Debris Removal | Cubic Yard | 50 | $ | 7.00 | $ | **350.00** |
| | | **Total Project Cost:** | | | $ | **544.86** |

Shelia E Dean
SECRETARY

Marchetta Jaute
INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **NOEL MIKE & SANDRA**

Address: **201 3RD AVE**

City, State, Zip: **ANDALUSIA, AL 36420-3342**

Group Number: **1674** Item # **15**

Lot Description: **LOT 209 BLK J COUNTRY CLUB VILLAGE SUB MBK 4 P 87 #SEC 15 T4S R2W #MP28 05 15 4 002 (28 05 15 4 002 105.XXX) 316 AZALE CIR W**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 5,861 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 15 | $ | 7.00 | $ | **105.00** |
| | | **Total Project Cost:** | | | $ | **280.00** |

Shelia E Dean
SECRETARY

Marchetta Jute
INSPECTOR

Tony Cook
SUPERVISOR

MOBILE
ALABAMA

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **DIXON TONY & VALERIE DIXON**

Address: **1227 CHIMNEY TOP DR E**

City, State, Zip: **MOBILE, AL 36695-2608**

Group Number: **1674** Item # **16**

Lot Description: **LOTS 4 & 5 BLK 4 BON AIR ESTS DBK 156 P 374 #SEC 29 T4S R1W #MP29 09 29 1 004 (29 09 29 1 004 102.XXX) 607 MOHAWK ST**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 12,500 | $ | 0.0125 | $ | **156.25** |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 3 | $ | 3.00 | $ | **9.00** |
| Debris Removal | Cubic Yard | 150 | $ | 7.00 | $ | **1,050.00** |
| | | **Total Project Cost:** | | | $ | **1,265.25** |

Shelia E Dean
SECRETARY

Marchetta Waite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **SALTER JAZZMINE ROSHENE**

Address: **3380 SAHDY ACRES DR E**

City, State, Zip: **MOBILE, AL 36618-4206**

Group Number: **1674** Item # **17**

Lot Description: **LOT 10 BLK 4 BROOKLEY HGTS 1ST SECTOR MBK 3/677 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 115.XXX) 1353 WINDSOR AVE**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 9,000 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 2 | $ | 3.00 | $ | **6.00** |
| Debris Removal | Cubic Yard | 50 | $ | 7.00 | $ | **350.00** |
| | | **Total Project Cost:** | | | $ | **531.00** |

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

## MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 24, 2026

Lot Owner: **SIMM CAP FUND IV LLC**

Address: **11676 PERRY HWY STE 1201**

City, State, Zip: **WEXFORD, PA 15090-8758**

Group Number: **1674** Item # **18**

Lot Description: **LOT 29 BLK 3 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677-680 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 099.XXX) 1312 WINDSOR AVE**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 7,871 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 0 | $ | 7.00 | $ | - |
| | | **Total Project Cost:** | | | $ | **175.00** |

Shelia E Decuir
SECRETARY

Maschetta Davis
INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

//2025

| | | | |
|---|---|---|---|
| Lot Owner: | **LEWIS LANNIE PEARL** | | |
| | **C/O CITY OF MOBILE** | | |
| Address: | **205 GOVERNMENT ST** | | |
| City, State, Zip: | **MOBILE, AL 36602-0001** | | |
| Group Number: | **1674** | Item # | **19** |

Lot Description: **LOT 3 BLK 34 CAMP GROUND TRT MBK 1/12 DESC AS FOLL BEG AT PT ON E/S OF ANN ST 103 FT N OF NEL COR OF ANN & ADAMS STS THEN RUN NLY ALG ANN ST 51 6/12 FT FOR A FRONT THEN EXT BACK ELY 120 FT FOR A DEPTH THEN SLY & PAR WITH ANN ST 516/12 FT FOR A WIDTH IN REAR THEN W-LY 120 FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 082.XXX) 306 N ANN ST**

Nuisance Date: //2025 Posting Date: //2025 Hearing Date: //2025

Date lot was cut: //2025 Contractor: Issac Sampson

| ITEM | UNIT | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|
| Base Rate>10,000 | | $ | 125.0000 | $ | - |
| Standard Rate | | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | $ | 50.00 | $ | - |
| Per Spare Tire | | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | $ | 7.00 | $ | - |
| | **Total Project Cost:** | | | $ | - |

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **Alabama Dept. of Revenue**

**ATTN: Shelly Tice**

**Property Tax Division**

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1674** Item # **20**

Lot Description: **LOT 121 GULF MANOR MBK 6 PG 451-2 #SEC 36 T5S R1W #MP32 03 36 0 001 (32 03 36 0 001 042.XXX) 1612 MARENGO DR**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 8,490 | 1 | $ | 125.0000 | $ | **125.00** |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 1 | $ | 3.00 | $ | **3.00** |
| Debris Removal | Cubic Yard | 35 | $ | 7.00 | $ | **245.00** |
| | | **Total Project Cost:** | | | $ | **423.00** |

SECRETARY

INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **CLAYBRON LEMUEL & TRACEY CLAYBORN**

**C/O JP RESIDENTIAL LLC**

Address: **500 LOCUST ST PMB 172**

City, State, Zip: **DES MOINES, IA 50309-4104**

Group Number: **1674** Item # **21**

Lot Description: **LOT 11 PRINCETON WOODS UNIT 1 MBK 27 P 25 #SEC 05 T4S R2W #MP28 03 05 1 000 (28 03 05 1 000 006.XXX) 0 PRINCETON WOODS DR E**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | | 0 | $ | 125.0000 | $ | - |
| Standard Rate | | 14,640 | $ | 0.0125 | $ | **183.00** |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | **50.00** |
| Per Spare Tire | | 0 | $ | 3.00 | $ | - |
| Debris Removal | Cubic Yard | 20 | $ | 7.00 | $ | **140.00** |
| | | **Total Project Cost:** | | | $ | **373.00** |

SECRETARY

INSPECTOR

SUPERVISOR

**MUNICIPAL ENFORCEMENT DEPARTMENT**

Lot Cleaning Invoice

March 24, 2026

Lot Owner: **DAVIS DEMARIO & FLOYD DAVIS**

Address: **1214 MURRAY HILL CT APT D**

City, State, Zip: **MOBILE, AL 36606-6114**

Group Number: **1674** Item # **22**

Lot Description: **COM AT A PT ON THE E/L OF RICKARBY ST WHERE IT IS INT BY THE N/L OF A 12 FT ALLEY WHICH IS PAR TO & 144 FT S OF LASALLE AVE RUN TH N ALG THE E/L OF RICKARBY ST 127 FT & 8 IN TO A PT TH NEWLY & ALG THE ARC OF A CIR WHOSE CNTR IS THE CNTR OF LEE CIR 25 FT & 9 IN TO THE S/L OF LASALLE AVE TH E ON LASALLE AVE 60 FT & 8 IN TO A PT TH S & PAR TO RICKARBY ST 144 FT TO THE N/L OF THE ALLEY ABOVE MENTIONED TH W ALG THE N/L OF SD ALLEY 80 FT TO THE POB & BEING LOT 26 OF LEE PL DBK 132 N S PG 342 #SEC 28 T4S R1W #MP29 10 28 2 001 (29 10 28 2 001 088.XXX) 1861 LA SALLE ST**

Nuisance Date: 12/16/2025 Posting Date: 1/13/2026 Hearing Date: 1/20/2026

Date lot was cut: 3/23/2026 Contractor: Isaac Sampson

| ITEM | UNIT | | | PRICE/UNIT | | COST |
|---|---|---|---|---|---|---|
| Base Rate>10,000 | 9,811 | 1 | $ | 125.0000 | $ | 125.00 |
| Standard Rate | | 0 | $ | 0.0125 | $ | - |
| Adminitration Fee | Each | 1 | $ | 50.00 | $ | 50.00 |
| Per Spare Tire | | 2 | $ | 3.00 | $ | 6.00 |
| Debris Removal | Cubic Yard | 75 | $ | 7.00 | $ | 525.00 |
| | | **Total Project Cost:** | | | $ | 706.00 |

Shelica E Dean
SECRETARY

Marguetta Taite
INSPECTOR

Gary Peeler
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1674** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **April 2026 – Leslie Pettaway (Employee # 15182) Public Works: Parks & Recreation**

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

Adopted:

City Clerk

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Tuesday, April 14, 2026 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) William Jackson (Department Head)

Sponsored by: Spiro Cheriogotis (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

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

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2026

**R E S O L U T I O N**

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

March 2026: Corporal James Mistrot

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

Adopted:

_____
City Clerk

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* ***Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Gulf Coast Ethnic & Heritage Jazz Festival Productions, 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 ***Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.,*** will be used to *assist with the upcoming music festival.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Gulf Coast Ethnic & Heritage Jazz Festival Productions, 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

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate* ***$500.00*** *to* ***Youth on the Winning Side,*** from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to* ***Youth on the Winning Side,*** 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 ***Youth on the Winning Side,*** will be used to *assist with the upcoming musical reunion.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***Youth on the Winning Side,*** 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**

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA**, that the sum of **Twenty-Five Thousand Dollars ($25,000.00)** is hereby reallocated from:

- **Capital Project No. C0645**
  *Cruise Terminal – Replace Roof/Parapet*
  *(Alabama Municipal Trust Fund (2010))*

to:

- **Capital Project No. F959-002**
  *Cruise Terminal Disembark Ramp*
  *(Alabama Municipal Trust Fund (2010))*

Said funds shall be used for design, engineering, construction, installation, and related work necessary to provide a disembarkation ramp to accommodate larger capacity vessels at the Mobile Cruise Terminal.

**ADOPTED:**

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 4/8/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 25,000.00

**FROM** CAPITAL PROJECT#: C0645 ALMUNITRST

CAPITAL PROJECT NAME: CRUISE TERM-REPLACE ROOF/PARAPET

DEPT. PROJECT#:

**TO** CAPITAL PROJECT#: F959-002 ALMUNITRST

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#:

PURPOSE: IMPROVEMENT FOR BERTHING OF LARGE CAPACITY VESSELS

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022




**CAPITAL CONTRACT SUMMARY SHEET**

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the sum of **$25,000.00** in Capital Project **#C0770 CRUISE- ROLL UP DOORS/GANGWAY**; Capital Improvement Fund (2000); be reallocated to Capital Project **#F959-002 CRUISE TEMRINAL DISEMBARK RAMP**; Capital Improvement Fund (2000). Funds are being reallocated for design, engineering, construction, installation and miscellaneous tasks associated with a new disembark ramp required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 04/07/26

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 25,000.00

**FROM** CAPITAL PROJECT#: C0770

CAPITAL PROJECT NAME: CRUISE - ROLL UP DOORS/GANGWAY

DEPT. PROJECT#: _____

**TO** CAPITAL PROJECT#: F959-002

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**CAPITAL CONTRACT SUMMARY SHEET**

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA**, that the sum of **Fifty Thousand Dollars ($50,000.00)** is hereby reallocated from:

- **Capital Project No. C0645**
  *Cruise Terminal – Replace Roof/Parapet*
  *(Capital Improvement Fund (2000))*

to:

- **Capital Project No. F959-002**
  *Cruise Terminal Disembark Ramp*
  *(Capital Improvement Fund (2000))*

Said funds shall be used for design, engineering, construction, installation, and related work necessary to provide a disembarkation ramp to accommodate larger capacity vessels at the Mobile Cruise Terminal.

**ADOPTED:**

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 4/8/26

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 50,000.00

**FROM** CAPITAL PROJECT#: C0645 CAPIMPROV

CAPITAL PROJECT NAME: CRUISE TERM-REPLACE ROOF/PARAPET

DEPT. PROJECT#:

**TO** CAPITAL PROJECT#: F959-002 CAPIMPROV

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#:

PURPOSE: IMPROVEMENT FOR BERTHING OF LARGE CAPACITY VESSELS

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**CAPITAL CONTRACT SUMMARY SHEET**

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the sum of $**75,000.00** in Capital Project **#C0770 CRUISE- ROLL UP DOORS/GANGWAY**; Capital Improvement Fund (2000); be reallocated to Capital Project **#C0259 CRUISE TEMRINAL- EQUMT & MISC**; Capital Improvement Fund (2000). Funds are being reallocated for passenger lobby chairs and stainless steel processing tables required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal.

Adopted:

_____
City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 04/07/26

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 75,000.00

**FROM** CAPITAL PROJECT#: C0770

CAPITAL PROJECT NAME: CRUISE - ROLL UP DOORS/GANGWAY

DEPT. PROJECT#: _____

**TO** CAPITAL PROJECT#: C0259

PROJECT NAME: CRUISE TERMINAL - EQUMT & MISC

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**CAPITAL CONTRACT SUMMARY SHEET**

# RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the sum of **$200,000.00** in Capital Project **#C1015 CRUISE TERMINAL ELEVATOR UPGRADES**; Capital Improvement Fund (2000); be reallocated to Capital Project **#F959-002 CRUISE TEMRINAL DISEMBARK RAMP**; Capital Improvement Fund (2000). Funds are being reallocated for design, engineering, construction, installation and miscellaneous tasks associated with a new disembark ramp required to accommodate larger capacity vessels at the Mobile, Alabama Cruise Terminal.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ADMINISTRATIVE SERVICES DEPT. 2300

DATE OF REQUEST: 04/07/26

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 200,000.00

**FROM** CAPITAL PROJECT#: C1015

CAPITAL PROJECT NAME: CRUISE TERMINAL ELEVATOR UPGRADE

DEPT. PROJECT#: _____

**TO** CAPITAL PROJECT#: F959-002

PROJECT NAME: CRUISE TERMINAL DISEMBARK RAMP

DEPT. PROJECT#: _____

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 2026

**Submitted by:**
Ricardo Woods, City Attorney

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
to authorize the appointment of Logan U. Gewin as Executive Director of Finance pursuant to Sect. 11-44C-38(a) of the Code of Alabama

**Amount of Contract:**
N/A

**Funding Source**
N/A

**ATTACHMENTS:**
1. Resolution - Appointment by Mayor Exec Director of Finance Logan U. Gewin

**REVIEWERS:**
Trevor Luenser
Cherlina Monteiro
James Barber

# RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the appointment by Mayor Spiro N. Cheriogotis of Logan U. Gewin as Executive Director of Finance is hereby approved by the City Council of the City of Mobile, Alabama, said appointment and approval having been made pursuant to § 11-44C-38(a) of the Code of Alabama.

Adopted:

_____
City Clerk

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 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 Cisco malware and network security software for MIT.

**Amount of Contract:**
$73,050.81

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260409 CDW Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Cisco malware and network security software for MIT.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $73,050.81

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 coop. purchasing agreement, 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 |
|---|---|---|---|---|---|
| 9844 | 2026 | (5000) INFORMATION TECHNOLOGY | ANNUAL RENEWAL OF CISCO MALWARE PROTECTION AND NETWORK SECURITY SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT) | $73,050.81 | (272392) CDW GOVERNMENT LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00009844-00 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 |
|---|---|---|---|---|---|
| 03/23/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER SOURCEWELL CONTRACT #121923-CDWG SOFTWARE - SOFTWARE (121923 SEE PAGE 57) AND YOUR QUOTE #PVJP698. | | | |
| | THIS IS YEAR 4 OF A 5 YEAR CONTRACT. | | | |
| 001 | ITEM #6006896 CISCO DIRECT | 185.00 | 154.00000 | 28490.00 |
| | E2SF-P-AMP-ADV-10 Manufacturer | EACH | | |
| | Part Number: E2SF-P-AMP-ADV-10 | | | |
| | Electronic distribution - NO MEDIA | | | |
| 1 | 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 28490.00 |
| | Ship To | | | |
| | MIT | | | |
| | 651 CHURCH STREET | | | |
| | MOBILE, AL 36602 | | | |
| | Delivery Reference | | | |
| | GREG HOLLIDAY | | | |
| | Deliver To | | | |
| | MIT | | | |
| | 651 CHURCH STREET | | | |
| | MOBILE, AL 36602 | | | |
| 002 | ITEM # 5646767 CISCO DIRECT | 1.00 | 9297.81000 | 9297.81 |
| | SVS-EA2-AMPE-SUP-E Manufacturer | EACH | | |

| Bill To | Requisition 00009844-00 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 |
|---|---|---|---|---|---|
| 03/23/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Part Number: SVS-EA2-AMPE-SUP-E-50K Electronic distribution - NO MEDIA | | | |
| | 1 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 9297.81 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY | | | |
| | Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 003 | ITEM # 6046647 CISCO DIRECT MARKET E2SF-DUO-ACCESS Manufacturer Part Number: E2SF-DUO-ACCESS Electronic distribution - NO MEDIA | 310.00 EACH | 50.00000 | 15500.00 |
| | 1 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 15500.00 |

| Bill To | Requisition 00009844-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.10.23.5000.5000.5000.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 3 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/23/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |
| 004 | ITEM # 6939899 CISCO DIRECT<br>E2SF-E-CES-ESS-10 Manufacturer<br>Part Number: E2SF-E-CES-ESS-10<br>Electronic distribution - NO MEDIA | 205.00<br>EACH | 75.00000 | 15375.00 |
| 1 | 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 15375.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET | | | |

| Bill To | Requisition 00009844-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.10.23.5000.5000.5000.0000.0000.42115.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 4 |

| Vendor | Ship To |
|---|---|
| CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br><br>VERNON HILLS, IL 60061<br><br>Tel#877-501-2756<br>Fax 312-705-0431 | MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602<br>SAMANTHA.COOLEY@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br><br>MOBILE, AL 36602 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/23/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | MOBILE, AL 36602 | | | |
| 005 | ITEM # 5646762 CISCO DIRECT<br>SVS-EA2-ESA-SUP-E Electronic distribution - NO MEDIA<br>Manufacturer Part Number:<br>SVS-EA2-ESA-SUP- E-10K | 1.00<br>EACH | 4388.00000 | 4388.00 |
| | 1 1000.10.23.5000.5000.5000.0000.0000.42115. | | | 4388.00 |
| | Ship To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602<br>Delivery Reference<br>GREG HOLLIDAY<br><br>Deliver To<br>MIT<br>651 CHURCH STREET<br>MOBILE, AL 36602 | | | |

Requisition Link

Requisition Total 73050.81

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.10.23.5000.5000.5000.0000.0000.42115.<br>INFORMATION TECHNOLOGY EXP SOFTWARE COSTS | 73050.81 | 2300171.13 |

| Bill To | Requisition 00009844-00 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 5 |

| 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 |
|---|---|---|---|---|---|
| 03/23/26 | 272932 | | | | INFORMATION TECHNOLOGY |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 03/24/26 | GREG HOLLIDAY | Auto approved by: 91057606 |
| Approved | 03/24/26 | SCOTT KEARNEY | |
| Approved | 03/24/26 | UDARA JAYASENA | Auto approved by: 91057606 |
| Unknown | 04/08/26 | ANNE FOLEY | |
| Approved | 04/08/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 04/08/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 04/08/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 04/08/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 04/08/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 04/08/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 04/08/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 04/08/26 | ANNE FOLEY | REFERENCE SOURCEWELL CONTRACT |
| Approved | 04/08/26 | 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

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.



© 2023 Sourcewell. All rights reserved.

# 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)<br>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!<br>For full description - https://www.amplifiedit.com/chromecheckup/<br><br>Google for Education (GFE) Chrome Check-up to include:<br>In-depth review of your G Suite Chrome settings and devices.<br>Results of Check-up and Analysis.<br>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<br><br>(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<br><br>(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 14, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, Mayor

**Purpose and Scope of Project:**
To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Oakleigh Drive to Three Mile Creek.

**Amount of Contract:**
$17,643.45

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260407 Glaude Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 H F Glaude Construction

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to H.F. Glaude Construction for storm drainage vegetation and debris removal - Oakleigh Drive to Three Mile Creek.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,643.45

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 |
|---|---|---|---|---|---|
| 10455 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – OAKLEIGH DRIVE TO THREE MILE CREEK (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $17,643.45 | (296705) H. F. GLAUDE CONSTRUCTION |

Adopted:

_____
City Clerk

| Bill To | Requisition 00010455-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.40.20.2070.2096.2070.0000.0000.42155.<br>Review:<br>Buyer:<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| H.F. GLAUDE CONSTRUCTION<br>363 SOUTH DEARBORN STREET<br><br><br>MOBILE, AL 36603<br>UNITED STATES | PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605<br>ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| | Deliver To<br>PUBLIC WORKS ADMIN.<br>1900 HURTEL STREET<br>BEFORE 2:30 P.M.<br>MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/06/26 | 296705 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-75 OAKLEIGH DR TO THREE MILE CREEK<br>Additional Description Notes<br>---<br>DISTRICT 1 | 1.00<br>EACH | 17643.45000 | 17643.45 |
| | 1 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 17643.45 |

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 17643.45

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 17643.45 | 3710854.81 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00010455-00 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 |
|---|---|
| H.F. GLAUDE CONSTRUCTION | PUBLIC WORKS ADMIN. |
| 363 SOUTH DEARBORN STREET | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| MOBILE, AL 36603 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| UNITED STATES | |
| | Deliver To |
| | PUBLIC WORKS ADMIN. |
| | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/06/26 | 296705 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 04/06/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 04/06/26 | SHONNDA SMITH | |
| Approved | 04/06/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 04/06/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 04/06/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 04/06/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 04/06/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 04/06/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 04/06/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 04/06/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 04/06/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 04/06/26 | 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

**TABLE OF CONTENTS**


| | |
|---|---|
| DEFINITIONS | ITEM I |
| INSTRUCTIONS TO CONTRACTORS | ITEM II |
| PROJECT SCOPE | ITEM III |
| QUOTE PROPOSAL | ITEM IV |
| CERTIFICATE OF CONTRACTORS INSURANCE | ITEM V |
| SPECIAL PROVISIONS | ITEM VI |
| ARTICLES OF AGREEMENT | ITEM VII |
| SUPPLEMENTAL SPECIFICATIONS | ITEM VIII |
| REGULATORY REQUIREMENTS AND TAX EXEMPTIONS | ITEM IX |
| LOCATION MAP(S) AND PHOTOS | EXHIBIT A |
| CONTRACTORS INSURANCE CERTIFICATION | EXHIBIT B |
| E-VERIFY AFFIDAVIT | EXHIBIT C |
| RIGHT OF ENTRY AGREEMENT | EXHIBIT D |
| TRAFFIC CONTROL INFORMATION | EXHIBIT E |
| DITCH MAINTENANCE STANDARDS | EXHIBIT F |

## ITEM I

## DEFINITIONS

The following terms and their definitions shall apply:

**AGREEMENT -** Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

**ALDOT -** State of Alabama Department of Transportation

**CITY -** City of Mobile, Alabama

**CONTRACT -** Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONTRACTOR -** An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

**INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

**PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services**
**Project No:** VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

**STANDARD SPECIFICATIONS -** Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

**MUTCD** - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

**WORK** – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

**QUOTE** – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

**QUOTE PROPOSAL** – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

**PUBLIC SERVICES (PS) REPRESENTATIVE –** An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

## ITEM II

## INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

**All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.**

**This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.**

**A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.**

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

## ITEM III

## PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

**VEGETATION REMOVAL:**
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

**FIELD DOCUMENTATION:**
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

**ADDITIONAL REQUIREMENTS:**
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

## ITEM IV

## QUOTE PROPOSAL

**Scope of Work:**
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

**Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.**

**Company Name (Print):**

**Company Address:**

**City:** _____ **State:** _____ **Zip Code:**

**Owner Name (Print):**

**Owner Signature:** _____ **Date:**

**Please complete and return with your Request for Quote package.**
**Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

**Quote Proposal sheet**

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

**Vegetation Removal**

| DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | TOTAL QUOTE |
|---|---|---|---|---|---|
| Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank. | | LF | | _____DOLLARS<br>_____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<br>P.O. Box 1827<br>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.<br>AUTHORIZED REPRESENTATIVE |

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

# 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.

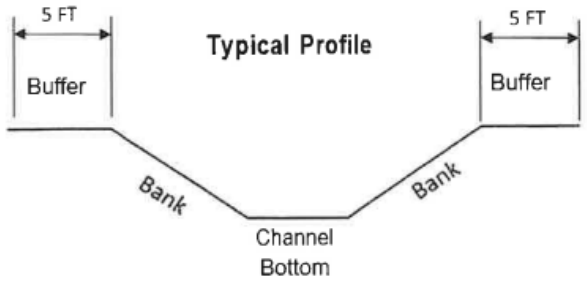
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

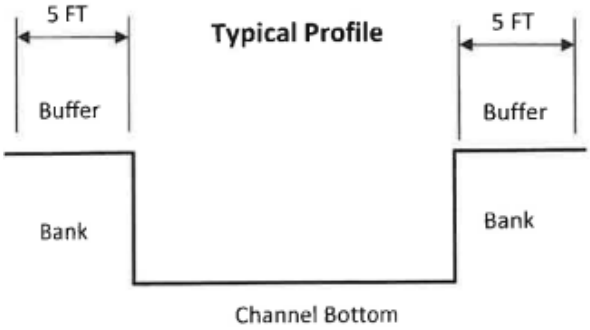
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



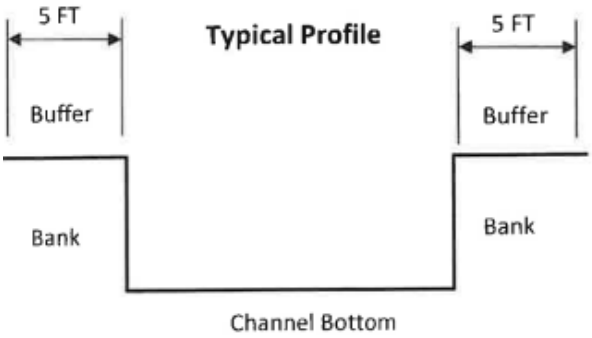

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



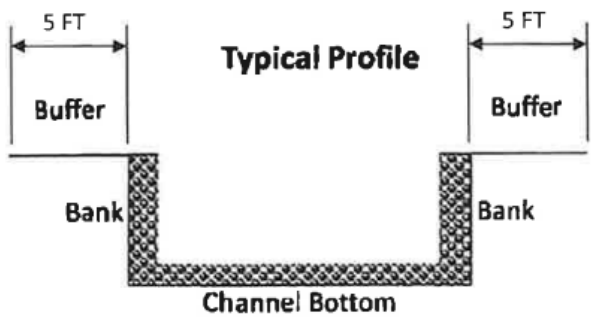

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



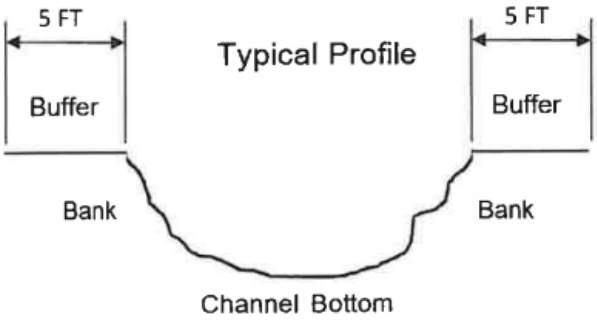

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 14, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 5854 Chalet Drive to 5808 Innsbruck Drive

**Amount of Contract:**
$19,737.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260407 Major Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Major League Landscaping LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Major League Landscaping LLC for storm drainage vegetation and debris removal - 5854 Chalet Drive to 5808 Innsbruck Drive
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,737.00

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 |
|---|---|---|---|---|---|
| 10413 | 2026 | (2070) PUBLIC SERVICES ADMINISTRATION | STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 5854 CHALET DRIVE TO 5808 INNSBRUCK DRIVE (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL) | $19,737.00 | (300091) MAJOR LEAGUE LANDSCAPING LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00010413-00 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**
MAJOR LEAGUE LANDSCAPING LLC
7370 BORDER CIRCLE N

MOBILE, AL 36608

Tel#251-404-3779

**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 |
|---|---|---|---|---|---|
| 04/02/26 | 300091 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 STORM DRAINAGE DITCH CLEANING<br>PROJECT #VEG-2026-2070-77 5854<br>CHALET DR TO 5808 INNSBRUCK DR<br>Additional Description Notes<br>---<br>DISTRICT 7 | 1.00<br>EACH | 19737.00000 | 19737.00 |
| 1 | 1000.40.20.2070.2096.2070.0000.0000.42155. | | | 19737.00 |

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 19737.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2096.2070.0000.0000.42155. | 19737.00 | 3710854.81 |
| STORMWATER EXP DITCH MAINTENANCE | | |

| Bill To | Requisition 00010413-00 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 |
|---|---|
| MAJOR LEAGUE LANDSCAPING LLC | PUBLIC WORKS ADMIN. |
| 7370 BORDER CIRCLE N | 1900 HURTEL STREET |
| | BEFORE 2:30 P.M. |
| | MOBILE, AL 36605 |
| MOBILE, AL 36608 | ASHLEY.ADAMS@CITYOFMOBILE.ORG |
| Tel#251-404-3779 | |
| | 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 |
|---|---|---|---|---|---|
| 04/02/26 | 300091 | | | | PUBLIC SERVICES ADMINISTRAT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 04/06/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 04/06/26 | SHONNDA SMITH | |
| Approved | 04/06/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 04/06/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 04/06/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 04/06/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 04/06/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 04/06/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 04/06/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 04/06/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 04/06/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 04/06/26 | 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

**TABLE OF CONTENTS**


| | |
|---|---|
| DEFINITIONS | ITEM I |
| INSTRUCTIONS TO CONTRACTORS | ITEM II |
| PROJECT SCOPE | ITEM III |
| QUOTE PROPOSAL | ITEM IV |
| CERTIFICATE OF CONTRACTORS INSURANCE | ITEM V |
| SPECIAL PROVISIONS | ITEM VI |
| ARTICLES OF AGREEMENT | ITEM VII |
| SUPPLEMENTAL SPECIFICATIONS | ITEM VIII |
| REGULATORY REQUIREMENTS AND TAX EXEMPTIONS | ITEM IX |
| LOCATION MAP(S) AND PHOTOS | EXHIBIT A |
| CONTRACTORS INSURANCE CERTIFICATION | EXHIBIT B |
| E-VERIFY AFFIDAVIT | EXHIBIT C |
| RIGHT OF ENTRY AGREEMENT | EXHIBIT D |
| TRAFFIC CONTROL INFORMATION | EXHIBIT E |
| DITCH MAINTENANCE STANDARDS | EXHIBIT F |

## ITEM I

## DEFINITIONS

The following terms and their definitions shall apply:

**AGREEMENT -** Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

**ALDOT -** State of Alabama Department of Transportation

**CITY -** City of Mobile, Alabama

**CONTRACT -** Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONTRACTOR -** An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

**INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

**PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services**
**Project No:** VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

**STANDARD SPECIFICATIONS -** Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

**MUTCD** - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

**WORK** – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

**QUOTE** – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

**QUOTE PROPOSAL** – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

**PUBLIC SERVICES (PS) REPRESENTATIVE –** An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

## ITEM II

## INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

**All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.**

**This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.**

**A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.**

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

## ITEM III

## PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

**VEGETATION REMOVAL:**
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

**FIELD DOCUMENTATION:**
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

**ADDITIONAL REQUIREMENTS:**
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

## ITEM IV

## QUOTE PROPOSAL

**Scope of Work:**
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

**Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.**

**Company Name (Print):**

**Company Address:**

**City:** _____ **State:** _____ **Zip Code:**

**Owner Name (Print):**

**Owner Signature:** _____ **Date:**

**Please complete and return with your Request for Quote package.**
**Also, attach Contractor's proof of insurance, and other items as listed in Item II.**

**Quote Proposal sheet**

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

**Vegetation Removal**

| DESCRIPTION | QTY | UNIT | UNIT PRICE | UNIT PRICE (WRITTEN IN WORDS) | TOTAL QUOTE |
|---|---|---|---|---|---|
| Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank. | | LF | | _____DOLLARS<br>_____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<br>P.O. Box 1827<br>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.<br>AUTHORIZED REPRESENTATIVE |

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

# 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.

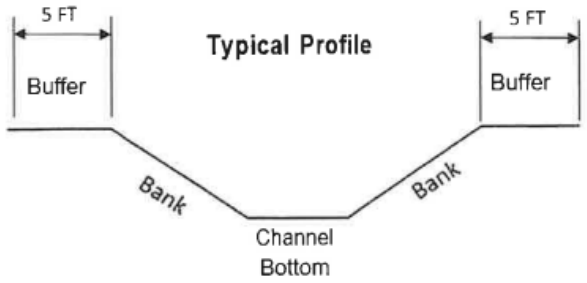
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

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

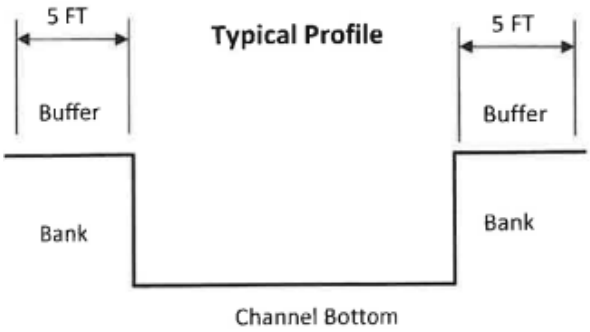
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



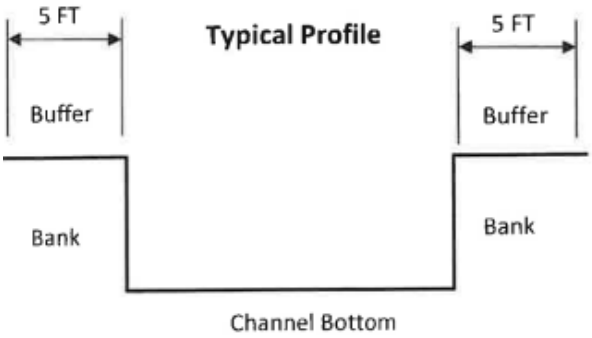

Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



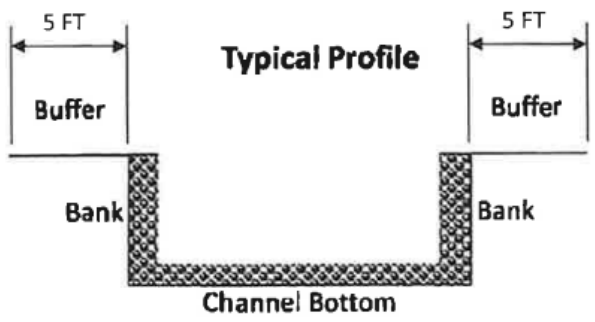

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



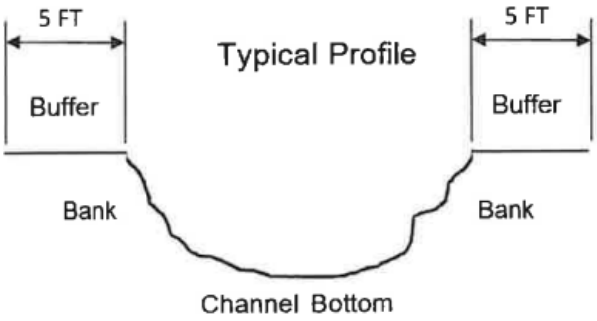

Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

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 14, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
To approve issuance of purchase order to Insight Public Sector for 30 HP EliteDesk 800 G6 computers for MPD.

**Amount of Contract:**
$32,533.20

**Funding Source**
General fund

**ATTACHMENTS:**
1. 20260408 Insight Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Insight Public Sector

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Insight Public Sector for 30 HP EliteDesk 800 G6 computers for MPD.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $32,533.20

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia Cooperative Purchasing Agreement, price below 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 |
|---|---|---|---|---|---|
| 7568 | 2026 | (1530) POLICE ADMIN SERVICES | 30 HP ELITEDESK 800 G6 COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, AT PRICE BELOW STATE CONTRACT) | $32,533.20 | (296399) INSIGHT PUBLIC SECTOR |

Adopted:

_____
City Clerk

| Bill To | Requisition 00007568-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE<br>P O BOX 389<br><br>MOBILE, AL<br>36601<br>vendorinvoices@cityofmobile.org | Acct No:<br>1000.30.15.1530.1530.1530.0000.0000.45050.<br>Review:<br>Buyer: 9105fola<br>Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| INSIGHT PUBLIC SECTOR<br>6820 S HARL AVE<br><br>TEMPE, AZ 85283<br><br>Tel#866-310-0184<br>Fax 480-761-7781 | POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606<br><br>Deliver To<br>POLICE HEADQUARTERS<br>2460 GOVERNMENT STREET<br><br>MOBILE, AL 36606 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/14/26 | 296399 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes<br>---<br>PER OMNIA CONTRACT #23-6692-03 AND YOUR QUOTE #0229326320. | | | |
| 001 | HP/800 G6-SFF/CORE I7-10700 2.9GHZ/32GB REF:JOY1-6839-REF | 30.00 EACH | 1084.44000 | 32533.20 |
| 1 | 1000.30.15.1530.1530.1530.0000.0000.45050. | | | 32533.20 |

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 32533.20

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.30.15.1530.1530.1530.0000.0000.45050.<br>POLICE ADMIN SERVICES EXP REPAIR PARTS | 32533.20 | 4782477.82 |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|

| Bill To | Requisition 00007568-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.30.15.1530.1530.1530.0000.0000.45050. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| INSIGHT PUBLIC SECTOR | POLICE HEADQUARTERS |
| 6820 S HARL AVE | 2460 GOVERNMENT STREET |
| | MOBILE, AL 36606 |
| TEMPE, AZ 85283 | |
| Tel#866-310-0184 | |
| Fax 480-761-7781 | |
| | Deliver To |
| | POLICE HEADQUARTERS |
| | 2460 GOVERNMENT STREET |
| | MOBILE, AL 36606 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/14/26 | 296399 | | | | POLICE ADMIN SERVICES |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Rejected | 02/20/26 | ANNE FOLEY | | PER GREG HOLLIDAY: NEEDS TO | |
| | Approved | 04/08/26 | DONALD ROSE | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | SANDRA LEWIS | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | STEVEN KRONINGER | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | SAMANTHA COOLEY | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | JAMES NEESE | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | PATRICIA KENNEDY-JONES | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | REBECCA CRUMPLER | | Auto approved by: 9105fola | |
| | Approved | 04/08/26 | ANNE FOLEY | | | |
| | Approved | 04/08/26 | JOHN PAINE | | Auto approved by: 9105fola | |

Authorized By: _____ Date: _____
Signature

OMNIA PARTNERS

Industries | Solutions | About Us | Resources & Events | Get Started | OPUS Log In

Insight PUBLIC SECTOR

# Insight Public Sector

## Technology Products, Equipment, Services & Solutions

Insight Public Sector (Insight) simplifies IT procurement by providing the technologies, implementation skills and management expertise for your organization needs. Insight's competitively solicited contract available to education institutions and government entities through OMNIA Partners ensures you receive their best overall government pricing on our broad portfolio of products and IT service solutions.

**Click Your Industry**

Education | Government

Nonprofit

The Silver Partnership Excellence Award signifies a remarkable level of collaboration and achievement. This distinguished medallion is presented to suppliers who have consistently exhibited a strong commitment to excellence in partnership.

# Public Sector

- K-12 Education
- Higher Education
- State & Local Government

**Using Insight and OMNIA Partners for your IT procurement gives you access to a wide range of advantages, including:**

- Insight's best overall government pricing
- 250,000+ IT hardware and software products on contract
- Complete services offerings available on contract
- A variety of financing options, including leasing on contract
- Access to Insight's free and easy-to-use **contract web portal**
- An IT provider with 17+ years of public sector service
- Insight's state-of-the-art integration lab & Remote Network Operations Center
- Assessment, design, deployment & maintenance throughout the IT lifecycle

- **Technology Products, Solutions and Related Services**
  Cobb County, GA | 23-6692-03



- **Technology Solutions, Products and Services**
  Region 4 ESC - TX | R250607

VIEW CONTRACT DOCUMENTATION

CONTACT US

# Services

**Supply Chain Optimization**
Managing your business should be as simple as possible. By streamlining the process of procuring, maintaining and replacing technology solutions, we take the hassle out of running your organization so you can focus on innovating your business.

**Connected Workforce**
Our managed services offerings are expansive to help you build a cloud-first, mobile-first, next-generation workplace. We'll help you drive productivity, simplify management and consolidate spending. Automation, self-service and governance can reduce your IT footprint while providing superior user experiences.

**Digital Innovation**
Through Digital Innovation, our experts embrace rich data analytics coupled with deep expertise in the Internet of Things (IoT) and mobile app development. Leveraging our industry knowledge, intrinsic empathy and customer insights, we design and develop meaningful solutions that advance the ways customers live and work.

**Cloud and Data Center Transformation**
The demands of business today can be a heavy burden. From managing existing workloads to preparing for future goals and modernizing your organization, your data center plays a critical role. Our Cloud + Data Center Transformation team will work with you to understand your business goals and objectives, provide recommendations and create a road map to help you achieve them.

# Education Solutions

Insight helps K-12 schools and districts as well as higher education entities meet the technology demands of today's evolving classrooms - from integrating devices to storing data and protecting student information. Our education technology solutions include:




**Infrastructure**

- Wireless
- Networking
- Virtualization
- Server storage
- Network refresh

**Mobility**

- Mobile devices
- Bring Your Own Device support
- Device management
- Security

**Security**

- Security health check
- Firewall
- Virtual Private Network
- Remote access
- Web security

**Desktop virtualization**

- Desktop infrastructure
- Application deployment
- Image management
- Unified workspace

**Esports in Education**

Insight Public Sector offers support and guidance on a wide range of esports solutions for K12 and Higher Education.

**Services encompass:**

Services encompass:

- Planning
- Network design
- Devices
- Software
- Installation
- Long-term management

## State & Local Government Solutions

When every second counts, having the right technology can improve your speed and efficiency. Insight not only understands the unique demands of state and local entities, but we help you optimize resources and manage changing IT infrastructure requirements.

We listen and assess your needs. Then, we customize solutions to help you meet your goals. Our offerings include **Mobility Solutions, Data Center Technologies, Cloud Solutions, Security, Software, Rugged Devices.**

**Hidalgo County Public Wi-Fi Case Study**



## Public Safety Solutions

Our public safety solutions ensure your people have immediate access to the information and technology they need to respond quickly and efficiently, including:

- GPS-based dispatch solutions
- Electronic citation systems
- In-car and officer body cameras
- Ruggedized laptops and notebooks
- Video cameras

We'll also help you design, implement and manage the wireless technologies and systems you need - from a wireless Local Area Network (LAN) to citywide and countrywide mobile data solutions, including:

- Infrastructure development and integration
- Cloud-based services
- On- or off-site data centers
- Data protection
- Office productivity
- Unified communications and collaboration

- Mobile, network and security

## Security Solutions

Insight's security services help you navigate and manage today's complicated environment. Get expert guidance on enterprisewide security. **We work with you to deliver comprehensive protection that enhances service levels, supports growth, increases operational efficiency and reduces risk.**

## Ordering Instructions

Visit dedicated OMNIA Partners webpage.

1. To place an order online, you must first have an account with Insight and a web login ID and password. If you do not have a login ID, please contact your sales representative by phone or email to request one.
2. Once you have your login information, visit www.ips.insight.com/omnia to enter in your user ID name and password.
3. To locate a product, click on the product categories at the top of the page, or enter the manufacturer's part number or keyword in the Search box. To select a product to order, click on Add to Order. Please contact your sales team if you cannot locate an item on our site and/or for volume pricing.
4. Once you have finished shopping, proceed to the checkout screens and follow the instructions as needed to complete your order.

## Contact Information

OMNIA@insight.com
800-546-0578

SUPPLIER WEBSITE

*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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. With the exception of the contracts referenced below, the Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 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. **Please note, "dynamic pricing" contracts, including but not limited to, awarded Contracts MA3457 and R-TC-17006, are specifically excluded from this approval.**

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

**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 14, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
To approve issuance of purchase order to Leggett Family Enterprises for sod installation for Hillcrest Road median from Cottage Hill Road to Windsor Drive .

**Amount of Contract:**
$27,245.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260409 Leggett Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Leggett Family Enterprises

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Leggett Family Enterprises for sod installation for Hillcrest Road median from Cottage Hill Road to Windsor Drive .

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $27,245.00

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 6032

How many bidders received bid packages (if applicable): 19+ web

How many bidders submitted bids (if applicable): 4

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 |
|---|---|---|---|---|---|
| 8418 | 2026 | (2086E) RIGHT OF WAY MOWING | SOD INSTALLATION FOR HILLCREST ROAD MEDIAN FROM COTTAGE HILL ROAD TO WINDSOR DRIVE (SEALED BID 6032) | $27,245.00 | (300298) LEGGETT FAMILY ENTERPRISES |

Adopted:

_____
City Clerk

| Bill To | Requisition 00008418-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2086.2070.0000.0000.42070. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| LEGGETT FAMILY ENTERPRISES | PUB WORKS-R.O.W. MAINTENANCE |
| 3779 CYPRESS SHORES DRIVE NORT | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | |
| Tel#2516890604 | |
| | Deliver To |
| | PUB WORKS-R.O.W. MAINTENANCE |
| | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 02/23/26 | 300298 | | | | RIGHT OF WAY MOWING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | HILLCREST ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS VENDOR TO REMOVE EXISTING MULCH AND BEDDING PLANTS DOWN TO SOIL LINE. VENDOR NOT TO COME WITHIN 3 FEET OF THE ROOTS OF THE CREPE MYRTLE TREES. VENDOR TO REFILL EXCAVATED AREA WITH TOPSOIL AND COVER WITH SOD AS SPECIFIED IN BID SPECIFICATIONS. VENDOR IS RESPONSIBLE FOR WATERING THE SOD TO KEEP IT ALIVE. THERE IS A 90-DAY WARRANTY OF THE SOD TO TAKE ROOT AND GROW. AS PER CITY OF MOBILE BID #6032 AND YOUR QUOTE | 1.00 EACH | 27245.00000 | 27245.00 |
| 1 | 1000.40.20.2070.2086.2070.0000.0000.42070. | | | 27245.00 |

Ship To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-R.O.W. MAINTENANCE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

| Bill To | Requisition 00008418-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 1000.40.20.2070.2086.2070.0000.0000.42070. |
| MOBILE, AL | Review: |
| 36601 | Buyer: |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| LEGGETT FAMILY ENTERPRISES | PUB WORKS-R.O.W. MAINTENANCE |
| 3779 CYPRESS SHORES DRIVE NORT | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |
| MOBILE, AL 36619 | |
| Tel#2516890604 | |
| | Deliver To |
| | PUB WORKS-R.O.W. MAINTENANCE |
| | 770 GAYLE STREET |
| | BEFORE 2:30 PM |
| | MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 02/23/26 | 300298 | | | | RIGHT OF WAY MOWING |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| Requisition Link | | | | |
| | Requisition Total | | | 27245.00 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2086.2070.0000.0000.42070. | 27245.00 | 1677590.91 |
| PUBLIC SERVICE MAINTENANCE EXP CONTRACT LABOR | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 02/23/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 02/23/26 | SHONNDA SMITH | |
| Approved | 02/23/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 04/08/26 | DONALD ROSE | Auto approved by: 9105paij |
| Approved | 04/08/26 | SANDRA LEWIS | Auto approved by: 9105paij |
| Approved | 04/08/26 | STEVEN KRONINGER | Auto approved by: 9105paij |
| Approved | 04/08/26 | SAMANTHA COOLEY | Auto approved by: 9105paij |
| Approved | 04/08/26 | JAMES NEESE | Auto approved by: 9105paij |
| Approved | 04/08/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105paij |
| Approved | 04/08/26 | REBECCA CRUMPLER | Auto approved by: 9105paij |
| Approved | 04/08/26 | ANNE FOLEY | Auto approved by: 9105paij |
| Approved | 04/08/26 | JOHN PAINE | |

Authorized By: _____ Date: _____
Signature

# BID TABULATION FOR BID #6032

FOR

HILLCREST ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS

| | |
|---|---|
| LEGGET FAMILY ENTERPRISES | $27, 245.00 |
| BUTLER COMPLETE SERVICE | $34,250.00 |
| HUGHES 360 SERVICES LLC | $48,900.00 |
| B & B LAWN/LANDSCAPING | $79,830.00 |

# 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: |
|---|---|---|---|
| 02/26/2026 | 6032 | PUBLIC SERVICES | 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 | 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. | | | | | |

**HILLCREST ROAD MEDIAN REPLACEMENT OF MULCH WITH DIRT AND GRASS**

On Hillcrest Road from Cottage Hill Road to just south of Girby Road, vendor to remove existing plants and shrubs, leaving the Crepe Myrtles, remove mulch down to dirt, replace mulch with topsoil and sod.

Vendor will be responsible for watering until sod takes root, as per the following and attached.

Price for Hillcrest Road Medians: $_____

Vendor will need a General Contractor License.
General Contractor Number: _____

Vendor will be responsible for disposing of debris, providing topsoil and sod, and will be responsible for watering.

Vendor will be responsible for traffic control while they are on site.

Successful vendor will need to provide a Certificate of Insurance to The City of Mobile prior to issuance of purchase order. Requirements attached.

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,



**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 | | | | | |

vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.gov.

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 _____

# Hillcrest Road Medians Specs.

Sod center medians from Cottage Hill Rd to just south of Girby Rd

The medians south of Cottage Hill Road are to have the entire median sodded.

The medians north of Cottage Hill are to only have the tips sodded where there were once flower beds.

North end of center median near Wall St.

South end of median in front of 1110

South end of median at Omni Park

South end of center median at 1412

Remove mulch down to the dirt

The Crepe Myrtles are to remain

Digging to remove mulch shall be no closer than 24" from the base of the trees.

Mulch shall not be piled around the base of the trees.

Level medians with topsoil

Plant Centipede Grass within an 1/8" of the top of the curb

Contractor is responsible for traffic control

Working hours should be no earlier than 8 am Monday thru Friday.

No work should be done between 4p and 6p Monday thru Friday.

Work can be performed any time on Saturday and Sunday.

The contractor is responsible for any water that's necessary to keep the grass alive.

There will be a 90-day warranty

## INSURANCE STANDARD SERVICE CONTRACT

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

**WORKER'S COMPENSATION/EMPLOYER'S LIABILITY:**

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

**COMMERCIAL GENERAL LIABILITY:**

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $1,000,000 Products/Completed Operations aggregate
- $1,00,000 Bodily Injury per person/organization
- $2,000,000 general aggregate per project

**AUTOMOBILE LIABILITY:**

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

**PROFESSIONAL LIABILITY INSURANCE:**

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional incurred. Coverage shall be at a minimum, $1,000,000.00 per event.

**COMMERCIAL UMBRELLA LIABILITY:**

Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least $2,000,000 per line of coverage.

**CERTIFICATES OF INSURANCE**

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance within two (2) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

**ADDITIONAL INSUREDS**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

## INSURANCE REQUIREMENTS FOR SUB-SUBCONTRACTORS

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

## CANCELLATION

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

## WAIVER OF SUBROGATION

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

# 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 14, 2026

**Submitted by:**
John Paine, Purchasing Agent

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
To approve issuance of purchase order to Northstar Performance Improvement, LLC, for five-day training course for incident investigation, root cause analysis, and Management Oversight and Risk Tree (MORT) certification for MFRD.

**Amount of Contract:**
$25,180.00

**Funding Source**
FY25 Federal Pipeline & Hazardous Materials Safety Administration Grant

**ATTACHMENTS:**
1. 20260407 Northstar Agenda Package POs
2. Cover Letter-FY25 PERG Grant Training

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Northstar Performance Improvement LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Northstar Performance Improvement, LLC, for five-day training course for incident investigation, root cause analysis, and Management Oversight and Risk Tree (MORT) certification for MFRD. FY25 Federal Pipeline& Hazardous Matls Safety Admin Grant

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $25,180.00

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; 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 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 |
|---|---|---|---|---|---|
| 9391 | 2026 | (2590) GRANT MANAGEMENT | FIVE-DAY TRAINING COURSE FOR INCIDENT INVESTIGATION, ROOT-CAUSE ANALYSIS, AND MANAGEMENT OVERSIGHT AND RISK TREE (MORT) CERTIFICATION FOR MFRD (PRICE BELOW BID REQUIREMENT, PROFESSIONAL SERVICE) | $25,180.00 | (299803) NORTHSTAR PERFORMANCE IMPROVEMENT, LLC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00009391-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5500.30.15.0000.0000.1510.0000.0000.45060. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 1 |

| Vendor | Ship To |
|---|---|
| NORTHSTAR PERFORMANCE IMPROVEMENT, LLC | FIRE CENTRAL SUPPLY |
| 3440 BLUE SPRINGS ROAD NW | 2851 OLD SHELL ROAD |
| SUITE 102 | |
| | MOBILE, AL 36607 |
| KENNESAW, GA 30144 | CHARLES.HINES@CITYOFMOBILE.GOV |
| Tel#7709261131 | Delivery Reference |
| | PIPELINE GRANT |
| | Deliver To |
| | GRANTS ADMINISTRATION |
| | 205 GOVERNMENT STREET |
| | 2ND FLOOR SOUTH TOWER ROOM |
| | MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/12/26 | 299803 | | | | GRANT MANAGEMENT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | General Notes | | | |
| | PER YOUR QUOTE 3/9/26. PROFESSIONAL SERVICE. | | | |
| 001 | TRAINING: 5-DAY REMOTE LIVE WORKSHOP TRAINING TO INCLUDE: INCIDENT INVESTIGATION, ROOT CAUSE ANALYSIS, AND MORT CERTIFICATION FOR 11 STUDENTS. | 1.00 EACH | 25180.00000 | 25180.00 |
| | 1 5500.30.15.0000.0000.1510.0000.0000.45060. E G-PHMSA25 .TRAVELTRAI. . | | | 25180.00 |

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
PIPELINE GRANT

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
2ND FLOOR SOUTH TOWER ROOM
MOBILE, AL 36644

Requisition Link

Requisition Total 25180.00

| Bill To | Requisition 00009391-00 FY 2026 |
|---|---|
| ACCOUNTS PAYABLE | |
| P O BOX 389 | Acct No: |
| | 5500.30.15.0000.0000.1510.0000.0000.45060. |
| MOBILE, AL | Review: |
| 36601 | Buyer: 9105fola |
| vendorinvoices@cityofmobile.org | Status: Approved Page 2 |

| Vendor | Ship To |
|---|---|
| NORTHSTAR PERFORMANCE IMPROVEMENT, LLC | FIRE CENTRAL SUPPLY |
| 3440 BLUE SPRINGS ROAD NW | 2851 OLD SHELL ROAD |
| SUITE 102 | |
| | MOBILE, AL 36607 |
| KENNESAW, GA 30144 | CHARLES.HINES@CITYOFMOBILE.GOV |
| Tel#7709261131 | Delivery Reference |
| | PIPELINE GRANT |
| | Deliver To |
| | GRANTS ADMINISTRATION |
| | 205 GOVERNMENT STREET |
| | 2ND FLOOR SOUTH TOWER ROOM |
| | MOBILE, AL 36644 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 03/12/26 | 299803 | | | | GRANT MANAGEMENT |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|

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

| Account | Amount | Remaining Budget |
|---|---|---|
| E G-PHMSA25 .TRAVELTRAI. . | 25180.00 | .00 |

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 5500.30.15.0000.0000.1510.0000.0000.45060. | 25180.00 | |

MISC FIRE GRANTS EXP TRAINING

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| Approved | 03/12/26 | BARRY GLISSON | |
| Approved | 03/12/26 | JAMES FRANK | Auto approved by: 910512538 |
| Approved | 03/12/26 | AMBER ADAMS | |
| Approved | 03/12/26 | TRAVIS MARSHALL | Auto approved by: 910518931 |
| Approved | 03/12/26 | SHAUNAGYE SIMMS | Auto approved by: 910518931 |
| Approved | 04/06/26 | DONALD ROSE | Auto approved by: 9105fola |
| Approved | 04/06/26 | SANDRA LEWIS | Auto approved by: 9105fola |
| Approved | 04/06/26 | STEVEN KRONINGER | Auto approved by: 9105fola |
| Approved | 04/06/26 | SAMANTHA COOLEY | Auto approved by: 9105fola |
| Approved | 04/06/26 | JAMES NEESE | Auto approved by: 9105fola |
| Approved | 04/06/26 | PATRICIA KENNEDY-JONES | Auto approved by: 9105fola |
| Approved | 04/06/26 | REBECCA CRUMPLER | Auto approved by: 9105fola |
| Approved | 04/06/26 | ANNE FOLEY | |
| Approved | 04/06/26 | JOHN PAINE | Auto approved by: 9105fola |

Authorized By: _____ Date: _____
Signature

April 7, 2026

Dear Councilmembers:

The attached training program proposal will provide eleven members of the Mobile Fire and Rescue Department with critical training in Incident Investigation, Root Cause Analysis, and Management Oversight and Risk Tree (MORT) Certification. Some of the key topics that participants will learn in this training include how to conduct effective investigative interviews, how to detect signs of hardware failure, and how to conduct a MORT analysis by developing a case study and participating in interactive training exercises.

Participants will conduct a simulated investigation and will be evaluated on their performance. Participants will receive MORT certification upon successful completion of training. Training like this is essential to the Fire Department to enable staff to identify the causes of emergency situations as well as improving safety by identifying risk factors and taking a proactive approach to addressing potential incidents.

The total cost of this training is $25,180.00 and is funded by a grant from the Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 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 Maverick Supercrew pickup trucks for Public Services Stormwater.

**Amount of Contract:**
$69,294.00

**Funding Source**
General fund.

**ATTACHMENTS:**
1. 20260408 Stivers Agenda Package POs

**REVIEWERS:**
Donald Rose
James Barber

# AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 14 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 Maverick Supercrew pickup trucks for Public Services Stormwater.
General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $69,294.00

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 |
|---|---|---|---|---|---|
| 10443 | 2026 | (2050) FLEET MANAGEMENT – GARAGE | TWO 2026 FORD MAVERICK SUPERCREW PICKUP TRUCKS FOR PUBLIC SERVICES STORMWATER (AL STATE CONTRACT) | $69,294.00 | (292393) STIVERS FORD LINCOLN INC |

Adopted:

_____
City Clerk

| Bill To | Requisition 00010443-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released 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.GOV |
| 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 |
|---|---|---|---|---|---|
| 04/06/26 | 292393 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| 001 | 2026 OR NEWER FORD MAVERICK AS FOLLOWS: SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES W8J-MAVERICK XLT CREW CAB, AWD 302A PAXKAGE, 2.0L ECOBOOST CLOTH SEATS-BLUE WITH THE FOLLOWING FACTORY OPTIONS: POWER 8-WAY DRIVER SEAT 4K TOW PACKAGE: N/A ON 100A-TRAILER BRAKE CONTROLLER, 2" RECEIVER W/4/7 PIN CONNECTOR, UPGRADED COOLING FAN, TRANSMISSION OIL COOLER ON 2.5L HYBRID, HIGHER CAPACITY RADIATOR ON 2.0L ECOBOOST, CONVENTIONAL SPARE TIRE 4K TOW PACKAGE REQUIRES 66C FORD CO-PILOT 360 FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING,DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS 4-CORNER LED STROBES-WHITE FRONT/AMBER REAR | 2.00 EACH | 34303.00000 | 68606.00 |

| Bill To | Requisition 00010443-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br><br>MOBILE, AL<br>36604<br>SEAN.CLARK@CITYOFMOBILE.ORG | Acct No:<br>1000.40.20.2070.2070.2070.0000.0000.45040.<br>Review:<br>Buyer:<br>Status: Released Page 2 |

| Vendor | Ship To |
|---|---|
| STIVERS FORD LINCOLN INC<br>4000 EASTERN BLVD<br><br>MONTGOMERY, AL 36116<br><br>Tel#334-613-5000<br>Fax 334-613-5018 | MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br><br>MOBILE, AL 36604<br>AGEET@CITYOFMOBILE.GOV<br><br>Delivery Reference<br>TRAVESIA AGEE<br><br>Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br><br>MOBILE, AL 36604 |

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|---|---|---|---|---|---|
| 04/06/26 | 292393 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | SPRAY-IN BEDLINER 2 EXTRA KEYS<br>OXFORD WHITE IN COLOR AS PER<br>STATE OF ALABAMA CONTRACT T-191<br>MA2200000MA22003128-6<br>Additional Description Notes<br>---<br>2026 OR NEWER FORD MAVERICK AS FOLLOWS:<br><br>SUPERCREW 5-PASSENGER SEATING, P225/65R 17" A/S BSW TIRES<br><br>W8J-MAVERICK XLT CREW CAB, AWD 302A PAXKAGE, 2.0L ECOBOOST CLOTH SEATS-BLUE<br><br>WITH THE FOLLOWING FACTORY OPTIONS:<br>CONVENTIONAL SPARE TIRE<br>POWER 8-WAY DRIVER SEAT<br>2K TRAILER HITCH RECEIVER W/4 PIN CONNECTOR<br>4K TOW PACKAGE: N/A ON 100A-TRAILER BRAKE CONTROLLER, 2" RECEIVER W/4/7 PIN CONNECTOR, UPGRADED COOLING FAN, TRANSMISSION OIL COOLER ON 2.5L HYBRID, HIGHER CAPACITY RADIATOR ON 2.0L ECOBOOST, CONVENTIONAL SPARE TIRE<br>4K TOW PACKAGE REQUIRES 66C FORD CO-PILOT 360<br>FORD CO-PILOT 360: AUTO HIGH BEAMS, BLIND SPOT ASSIST, BLIS W/CROSS TRAFFIC ALERT, BLIS W/TRAILER COVERAGE, EXIT WARNING, LANE KEEPING ALERT, LANE KEEPING ASSIST, DRIVER ALERT, ROAD EDGE DETECTION, INTERSECTION ASSIST, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, PEDESTRIAN DETECTION, FORWARD COLLISION WARNING,DYNAMIC BRAKE SUPPORT, REAR CROSS TRAFFIC BRAKING, REAR PARKING SENSORS<br><br>4-CORNER LED STROBES-WHITE FRONT/AMBER REAR<br>SPRAY-IN BEDLINER<br>2 EXTRA KEYS<br>OXFORD WHITE IN COLOR | | | |

| Bill To | Requisition 00010443-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released 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.GOV |
| 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 |
|---|---|---|---|---|---|
| 04/06/26 | 292393 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | Qty | Unit Price | Net Price |
|---|---|---|---|---|
| | AS REQUESTED BY 2096-STORMWATER | | | |
| 1 | 1000.40.20.2070.2070.2070.0000.0000.45040. | | | 68606.00 |
| | Ship To<br>MOTOR POOL - ATTN: ADAM LYNN<br>770 GAYLE STREET<br>MOBILE, AL 36604<br>Delivery Reference<br>TRAVESIA AGEE | | | |
| | Deliver To<br>MUNICIPAL GARAGE ATTN: SEAN<br>770 GAYLE STREET<br>MOBILE, AL 36604 | | | |
| 002 | FREIGHT | 2.00 EACH | 344.00000 | 688.00 |
| | Vendor Item<br>Inventory Item/Loc 14009 | | | |
| 1 | 1000.40.20.2070.2070.2070.0000.0000.45040. | | | 688.00 |

| Bill To | Requisition 00010443-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: |
| | 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released 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.GOV |
| 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 |
|---|---|---|---|---|---|
| 04/06/26 | 292393 | | | | 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 69294.00

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

| Account | Amount | Remaining Budget |
|---|---|---|
| 1000.40.20.2070.2070.2070.0000.0000.45040. | 69294.00 | 650172.34 |
| PUBLIC SERVICES ADMINISTRATION FLEET VEHICLES | | |

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

| Activity | Date | Clerk | Comment |
|---|---|---|---|
| CCancelled | 04/08/26 | JOHN PAINE | GL Allocation changed |
| Approved | 04/06/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 04/06/26 | SHONNDA SMITH | |
| Approved | 04/06/26 | CHERI BOUCHER | Auto approved by: 910518244 |
| Approved | 04/07/26 | MATTHEW ANDERSON | Auto approved by: 910518244 |
| Approved | 04/07/26 | SHONNDA SMITH | |
| Approved | 04/07/26 | CHERI BOUCHER | Auto approved by: 910518244 |

| Bill To | Requisition 00010443-00 FY 2026 |
|---|---|
| MUNICIPAL GARAGE ATTN: SEAN | |
| 770 GAYLE STREET | Acct No: 1000.40.20.2070.2070.2070.0000.0000.45040. |
| MOBILE, AL | Review: |
| 36604 | Buyer: |
| SEAN.CLARK@CITYOFMOBILE.ORG | Status: Released 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.GOV |
| 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 |
|---|---|---|---|---|---|
| 04/06/26 | 292393 | | | | FLEET MANAGEMENT-GARAGE |

| LN | Description / Account | | | Qty | Unit Price | Net Price |
|---|---|---|---|---|---|---|
| | Approved | 04/09/26 | MATTHEW ANDERSON | | | |
| | Approved | 04/09/26 | SHONNDA SMITH | | Auto approved by: 910516584 | |
| | Approved | 04/09/26 | CHERI BOUCHER | | Auto approved by: 910516584 | |
| | Approved | 04/06/26 | MATTHEW ANDERSON | | Auto approved by: 910518244 | |
| | Approved | 04/06/26 | SHONNDA SMITH | | | |
| | Approved | 04/06/26 | CHERI BOUCHER | | Auto approved by: 910518244 | |
| | Approved | 04/07/26 | MATTHEW ANDERSON | | Auto approved by: 910518244 | |
| | Approved | 04/07/26 | SHONNDA SMITH | | | |
| | Approved | 04/07/26 | CHERI BOUCHER | | Auto approved by: 910518244 | |
| | Approved | 04/09/26 | MATTHEW ANDERSON | | | |
| | Approved | 04/09/26 | SHONNDA SMITH | | Auto approved by: 910516584 | |
| | Approved | 04/09/26 | CHERI BOUCHER | | Auto approved by: 910516584 | |
| | Rejected | 04/06/26 | SANDRA LEWIS | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | DONALD ROSE | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | SANDRA LEWIS | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | STEVEN KRONINGER | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | SAMANTHA COOLEY | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | JAMES NEESE | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | PATRICIA KENNEDY-JONES | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | REBECCA CRUMPLER | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | ANNE FOLEY | | AS PER YOUR REQUEST | |
| | Queued | 04/09/26 | JOHN PAINE | | AS PER YOUR REQUEST | |

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 14, 2026

**Submitted by:**
Jennifer Greene, Dir of Programs & Project Mgmt

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
This budget transfer will fund the contract amendment for construction engineer of records services for Geosyntec, Inc for the Langan Park Dredging and Stormwater Drainage project.

**Amount of Contract:**
27000

**Funding Source**
C0964

**ATTACHMENTS:**
1. Budget Transfer Request Form - signed
2. R E S O L U T I O N for Funds Transfers GEO

**REVIEWERS:**
Jennifer Greene
Brenda Rhodes
Cherlina Monteiro
James Barber

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs & Project Management DEPT. 2045

DATE OF REQUEST: 3/30/2026

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: 7

REQUEST: Please transfer $ 27000

**FROM** CAPITAL PROJECT#: C0964

CAPITAL PROJECT NAME: LANGAN PARK LAKE DREDGING

DEPT. PROJECT#: 2016-3005-34

**TO** CAPITAL PROJECT#: C0712

PROJECT NAME: CIP - Langan Park Storm Water

DEPT. PROJECT#: 2021-2045-01

Employee signature

Jennifer Greene

Approval signature

Created by B. Rhodes 3/15/2022

# Budget Transfer Request Form

Final Audit Report 2026-03-30

| | |
|---|---|
| Created: | 2026-03-30 |
| By: | Chris Powell (chris.powell@cityofmobile.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA1NMAD7D5iQ8eVjtxVXOdRQ__VRzdbCV- |

## "Budget Transfer Request Form" History

Document created by Chris Powell (chris.powell@cityofmobile.gov)
2026-03-30 - 2:45:03 PM GMT- IP address: 76.8.254.3

Document emailed to Jennifer Greene (jennifer.greene@cityofmobile.gov) for signature
2026-03-30 - 2:46:29 PM GMT

Email viewed by Jennifer Greene (jennifer.greene@cityofmobile.gov)
2026-03-30 - 4:15:38 PM GMT- IP address: 174.203.35.53

Document e-signed by Jennifer Greene (jennifer.greene@cityofmobile.gov)
Signature Date: 2026-03-30 - 4:24:47 PM GMT - Time Source: server- IP address: 174.203.35.53

Agreement completed.
2026-03-30 - 4:24:47 PM GMT

# **R E S O L U T I O N**

Sponsored by: Councilmember Gina Gregory, District 7 and Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $27,000.00 be reallocated from Capital Project (C0964) Langan Park Lake Dredging to 2022 CIP Project (C0712) CIP - Langan Park Storm Water for additional construction administration services.

ADOPTED:

_____

City Clerk

**CAPITAL CONTRACT SUMMARY SHEET**

Attached

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 2026

**Submitted by:**
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

**Sponsored by:**
Spiro Cheriogotis, INACTIVE

**Purpose and Scope of Project:**
To transfer $310,000.00 from Capital Project C1036 Convention Center Capital to Capital Project F717-001 Convention Center-Mechanical Improvements; And authorize Goram Air Condition Company, Inc, to replace the existing chiller 3 with a repurposed chiller removed from the Civic Center and six existing pump drives associated with the replacement chiller and two remaining chillers.

**Amount of Contract:**
$310,000.00

**Funding Source**
C1036 & F717-001

**ATTACHMENTS:**
1. CN-015-25_Routingpackage-1
2. Budget Transfer
3. Chiller Resolution_Transfer

**REVIEWERS:**
Stacey Howard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

# CAPITAL CONTRACT SUMMARY SHEET

**(2 COPIES REQUIRED)**

CONTRACT #

**PROJECT NAME:** CIP ARTHUR R OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS

**CAPITAL PROJECT #:** F717-001 (20002000-48010)

**CONTRACT AMOUNT:** $310,000.00 **DATE OF RECEIPT:** _____

**ARCHITECTURAL ENGINEERING PROJECT #:** CN-015-25

**PROJECT DESCRIPTION:** CONTRACTOR SHALL REPLACE THE EXISTING CHILLER 3 WITH A REPURPOSED CHILLED REMOVED FROM THE CIVIC CENTER AND SIX EXISTING PUMP DRIVES ASSOCIATED WITH THE REPLACEMENT CHILLER AND TWO REMAINING CHILLERS.

**VENDOR NAME:** GORAM AIR CONDITION COMPANY, INC

**VENDOR NUMBER:** 74050

**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:** *Emma Dean* – Office Assistant II **Date:** 02/04/2026

# LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # ____]

**To:** EMMA DEAN (Requester) / REAM (Department)

**From:** City of Mobile Legal Department
**Date:** 01/28/2026
**CityLaw ID:** A25-11771200
**Project / Contract Title:** AMENDMENT - RENEW FOR AN ADDITIONAL YEAR AND UPDATE PRICING
**Vendor / Consultant:** GORAM AIR CONDITIONING COMPANY, 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
- ☐ 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

PLEASE INCLUDE AN UPDATED / RENEWAL COI IN THE PACKAGE FOR APPROVAL (EXPIRED 1/1/26)

## V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
01/28/2026 — **Date**

**MASTER AGREEMENT**
**BETWEEN CITY OF MOBILE AND CONTRACTOR**
**FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

| | |
|---|---|
| **BETWEEN the City:** | **CITY OF MOBILE**<br>**205 Government Street**<br>**P O Box 1827**<br>**Mobile, Alabama 36633** |
| **And the Contractor:** | **Goram Air Conditioning Company, Inc.**<br>**1252 Houston St.**<br>**Mobile, AL 36606**<br><br>**City Business License No.: 195350**<br>**Secretary of State No.: 000-036-895** |
| **For the following Project:** | **Arthur R. Outlaw Convention Center**<br>**Mechanical Improvements**<br>**1 South Water Street**<br>**Mobile, Alabama 36602** |
| **Project Number:** | **CN-015-25** |
| **The Architect:** | **R. J. Smith Mechanical Consultant, Inc.**<br>**dba Smith Mechanical Consultant and Design**<br>**61 St. Joseph Street, Suite 1100**<br>**Mobile, AL 36602**<br><br>**Architectural Engineering Department**<br>**P.O. Box 1827**<br>**Mobile, Alabama 36633-182702** |

**MASTER AGREEMENT**
**BETWEEN CITY OF MOBILE AND CONTRACTOR**

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and Goram Air Conditioning Company, Inc. (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at 1252 Houston St. Mobile, AL 36606.

## I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its 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: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [Required]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Arthur R. Outlaw Convention Center – Mechanical Improvements bid package on October 6, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

## I. CONTRACTOR'S SERVICE

**A.** The Contractor agrees to diligently provide all materials, services and labor for the performance of Arthur R. Outlaw Convention Center – Mechanical Improvements (the "Project"), in accordance

with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

## II. TERM

**A.** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

## III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

**A.** The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Ten Thousand and 00/100 ($310,000.00), subject to additions and deductions as provided in the Contract Documents.

| | |
|---|---|
| Base Bid: | $260,000.00 |
| Contingency Allowance: | $50,000.00 |
| Total Bid: | $310,000.00 |
| | |
| Total Contract Sum: | $310,000.00 |

**B.** 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.

**C.** 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 $310,000.00 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 City's Architectural Engineering Director.

**D.** 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.

**E.** 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/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile 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 City of Mobile 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 City of Mobile 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/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

b. The amount of each progress payment shall then be reduced by:
   i. The aggregate of any amounts previously paid by the City;
   ii. The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment;
   iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
   v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
   a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
      i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
      ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

      The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**B.** Final Payment
1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-

current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

b. a Certificate of Substantial Completion has been issued by the Architect/Engineer/City and the project accepted.

2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a minimum 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 Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc. has completed the contract for CN-015-25 Arthur R. Outlaw Convention Center – Mechanical Improvements, 1 South Water Street 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.** Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

## V. ADDITIONAL SERVICES

**A.** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

**B.** If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the 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<br>$1,000,000 each occurrence |
| 2. Property Damage | $1,000,000 each occurrence; or |
| 3. Bodily Injury and Property Damage | $1,000,000 combined single limit |

**F.** Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):

10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

**G.** Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

| | |
|---|---|
| 1. Bodily Injury | $1,000,000 each person<br>$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/Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

**J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

**K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

**L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

**M.** "In Rem" endorsement.

**N.** Contractor shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy

renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect/Engineer and the Architect's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**O.** The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

## VIII. RESPONSIBILITIES OF THE CONTRACTOR

**A.** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

**B.** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

**C.** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

**D.** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

**E.** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

**F.** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

**G.** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

## IX. TIME FOR PERFORMANCE

**A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than 60 (Sixty) 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
**See Exhibit "I", List of Drawings and Specifications**

**D.** Specifications
**See Exhibit "I", List of Drawings and Specifications**

**E.** Addenda, if any:

| Number | Date |
|---|---|
| Addendum 1 | October 9, 2025 |
| Addendum 2 | October 14, 2025 |
| Addendum 3 | October 21, 2025 |
| Addendum 4 | October 29, 2025 |
| Addendum 5 | November 14, 2025 |
| Addendum 6 | November 20, 2025 |
| Addendum 7 | November 26, 2025 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**F.** Other Exhibits:
N/A

**G.** Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

| | | |
|---|---|---|
| a. | Section 00100 | Invitation to Bid |
| b. | Section 00200 | Instructions to Bidders-AIA Document A701 |
| c. | Section 00300 | Supplementary Instructions to Bidders |
| d. | Section 00400 | Bid Form<br>Accounting of Sales Tax Form C-3A<br>Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. | Section 00500 | Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum |
| f. | Section 00600 | Bonds, Certificates and Affidavits<br>Performance Bond<br>Labor and Material Payment Bond<br>E-Verify Documentation (Sample)<br>Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)<br>Certificate of Substantial Completion-AIA Document G704<br>Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706<br>Contractor's Affidavit of Release of Liens-AIA Document G706A<br>Consent of Surety to Final Payment-AIA Document G707<br>Request for Taxpayer Identification Number and Certification W9 Tax<br>Form and City of Mobile Vendor Information Form |
| g. | Section 00700 | General Conditions of the Contract for Construction-Document A201 |

## XI. LIQUIDATED DAMAGES

**A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required

closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

## XII. FORCE MAJEURE

**A.** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

## XIII. OBLIGATIONS OF THE CITY

**A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

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

**C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

**D.** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## XIV. TERMINATION

**A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**B.** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

**C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

**D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**E.** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

**F.** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

**G.** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

## XV. DISPUTE RESOLUTION

**A.** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

**B.** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

**C.** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of the City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

**D.** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

**E.** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

**F.** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

## XVI. CONTRACTOR WARRANTY

**A.** Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

**B.** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

**C.** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

**D.** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

**E.** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

**F.** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

## XVII. SUSPENSION/STOP WORK ORDER

**A.** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

**B.** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

## XVIII. NOTICES

**A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

**B.** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

**CITY**:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

**CONTRACTOR**:
Goram Air Conditioning Company, Inc
c/o Darren Deas
Contractor's Authorized Agent
1252 Houston Street
Mobile, AL 36606

**CITY OF MOBILE – LEGAL:**
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

**C.** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

## XIX. DEFAULT/ BREACH

**A.** Default.

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

## XX. EFFECT OF DEFAULT

**A.** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery

thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

## XXI. WITHHOLDING PAYMENT DUE

**A.** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

## XXII. CURE PLAN

**A.** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

## XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

**A.** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

## XXIV. PEER REVIEW/VALUE ENGINEERING

**A.** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

## XXV. ANTI-BOYCOTT

**A.** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

## XXVI. NON-DISCRIMINATION

**A.** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and

make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

## XXVII. COMPLIANCE WITH IMMIGRATION LAW

**A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## XXVIII. MISCELLANEOUS

**A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

**B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

**C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

**D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

**E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

**F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

**G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

**H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

**I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

**J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

**L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

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

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

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

**P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

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

**R.** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

**S.** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

**T.** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

**CONTRACTOR:** Goram Air Conditioning Company, Inc

By: _____

Darren Deas, President
Printed Name and Title

Date: 4/1/2026

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Darren Deas whose name as President of the Goram Air Conditioning Company, Inc, 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 1st day of April, 2026

Cheryl Roxanne Smith
Notary Public
Print Cheryl Roxanne Smith
My commission expires: 7/2029

(Seal)

CHERYL ROXANNE SMITH
MY COMMISSION EXPIRES
JULY 7, 2029
NOTARY PUBLIC
STATE OF ALABAMA

**CITY OF MOBILE**

By: _____
Spiro Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
PROJECT NAME: Arthur R. Outlaw Convention Center - Mechanical Improvements
PROJECT NUMBER: CN-015-25

Exhibit A:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary for improvements at the Arthur R. Outlaw Convention Center, located at 1 South Water Street, Mobile, Alabama 36602.

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

- Replacing an existing non-operation chiller with the chiller repurposed during the Civic Center demolition. The contractor shall also upgrade the six existing VFDs associated with the replacement chiller and existing two chillers that are to remain in use during construction.
- Acquire all permits required for construction (fees will be waived)

# CONSTRUCTION SCHEDULE

| | | |
|---|---|---|
| MOBILE CONVENTION CENTER | CHILLER UPGRADE | .CITY OF MOBILE<br>PROJECT# CN-015-25 |
| | GORAM PO#17011 | |

| PROJECT PHASE | STARTING | ENDING | PROJECT PHASE |
|---|---|---|---|
| CHILLER DEMO | 2/2/2026 | 2/10/26 | DEMO EXISTING CHILLER |
| INSTALL NEW CHILLER | 2/11/26 | 2/17/26 | INSTALL CUSTOMER'S CHILLER |
| INSTALL NEW PUMP VFD'S | 2/2/26 | 3/5/26 | INSTALL NEW VFD'S PUMPS |
| ELECTRICAL | 2/2/26 | 3/5/26 | NEW ELECTRICAL FEED CHILLER |
| CONTROLS | 2/2/26 | 3/10/26 | INSTALL NEW CONTROLS |
| T&M, START UP, COMMISSIONING | 3/11/26 | 3/17/26 | START UP NEW AC UNITS AND BOILER -TEST AND BALANCE NEW EQUIPMENT |

**JANUARY**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**FEBRUARY**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

**MARCH**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**APRIL**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

**MAY**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**JUNE**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

**JULY**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

**AUGUST**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**SEPTEMBER**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

**OCTOBER**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

**NOVEMBER**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

**DECEMBER**

| M | T | W | T | F | S | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

EXHIBIT B

# SCHEDULE OF VALUES

DCM Form C-10SOV
Revised January 2021

Mobile Convention Center - Chiller #3 Replacement
**#17011**

Contract :

Contractor Company: Goram Air Conditioning Company, Inc.
1252 Houston Street, Mobile, Alabama, 36606

Project : CN-015-25

Application No. 0

Retainage = 5% of first 50%

Application Date:

Period From: Period To:

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value (including fully executed change orders) | Work Completed: From Previous Application (D+E) | Work Completed: This Period | Materials Presently Stored (Not in D or E) | Completed Work & Stored Materials to Date (D+E+F) | % of Contract to Date (G/C) | Balance to Finish (C-G) | Retainage (Variable Rate) |
| 1. | Demo existing chiller | $ 42,950.00 | $ - | $ - | $ - | $ - | 0.00% | $ 42,950.00 | $ - |
| 2. | Install new customer provided chiller | $ 40,450.00 | $ - | $ - | $ - | $ - | 0.00% | $ 40,450.00 | $ - |
| 3. | Piping | $ 38,000.00 | $ - | $ - | $ - | $ - | 0.00% | $ 38,000.00 | $ - |
| 4. | Electrical | $ 45,600.00 | $ - | $ - | $ - | $ - | 0.00% | $ 45,600.00 | $ - |
| 5. | Controls | $ 90,000.00 | $ - | $ - | $ - | $ - | 0.00% | $ 90,000.00 | $ - |
| 6. | T&B | $ 3,000.00 | $ - | $ - | | $ - | 0.00% | $ 3,000.00 | $ - |
| 7. | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| 8. | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| 9. | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| 10. | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| 11. | | $ - | $ - | $ - | $ - | $ - | | | $ - |
| 12. | | $ - | $ - | $ - | | $ - | | | $ - |
| 13. | | $ - | $ - | | | $ - | | | $ - |
| 15. | | $ - | | | | $ - | | | $ - |
| 16. | | $ - | | | | $ - | | | $ - |
| | | $ - | $ - | $ - | | $ - | | | $ - |
| 18. | | $ - | | | | $ - | | | $ - |
| 19. | | $ - | $ - | $ - | | $ - | | | $ - |
| 20. | | $ - | | | | $ - | | | $ - |
| 21. | | $ - | | $ - | | $ - | | | $ - |
| 22. | | $ - | | $ - | | $ - | | | $ - |
| 23. | | $ - | | | | $ - | | | $ - |
| 24. | | $ - | | | | $ - | | | $ - |
| 25. | | | | | | $ - | | | $ - |
| 26. | | | | | | $ - | | | $ - |
| 27. | | | | | | $ - | | | $ - |
| 28. | | | | | | $ - | | | $ - |
| 29. | | | | | | $ - | | | $ - |
| 30. | | | | | | $ - | | | $ - |
| | | | | | | | | | |
| | **TOTALS:** | **$ 260,000.00** | $ - | $ - | $ - | $ - | **0.00%** | **$ 260,000.00** | $ - |

EXHIBIT C

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Small Business Development for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

Contact Office of Small Business Development for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

**FORM 1: Background and Plan**

**Section I. Information about your company**

| | |
|---|---|
| Company | Goram Air Conditioning Company, Inc |
| Address | 1252 Houston Street, Mobile, AL. 36606 |
| Telephone | 251-476-5003 |
| E-Mail | Darren@goramair.com |

| | |
|---|---|
| RFP/RFQ Solicitation Number | |
| Project Description | Arthur Outlaw Convention Center - Mech. Improvement -CN-015-25 |
| Is your company a DBE company? | Yes ☐ No ☒ |
| Work force demographics | Male 56 Female 8 Minority 23 Non-minority 41 SDVO _____<br>Total number of Employees 64 |

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: Darren Deas

Signature: _____ Date: 12/9/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Darren Deas Title: President

Email: Darren@goramair.com Phone: 251-476-5003



Updated 7.2025

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE

Subcontracting and Major Supplier Plan

**Contact Office of Small Business Development for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

**FORM 1: Background and Plan (Cont'd**

**Section II. Subcontractors/Major Vendors Supplier Plan submitted by:**

Please Print Company Goram Your Bid/Proposal Amount $ 310,000.00 Date: 12/9/25

Description HVAC/ Mechanical Name of Bidder/Proposer: Darren Deas

**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 |
|---|---|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

OFFICE OF SMALL BUSINESS DEVELOPMENT

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Form 2: Good Faith Effort Documentation**

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone: 251-476-5003 Email: Darren@goramair.com

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

| YES (✓) | NO (✓) | Did you do these suggested areas for DBE recruitment and engagement |
|---|---|---|
| X | | **PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities. |
| X | | **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. |

| | | |
|---|---|---|
| | | |
| | 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.

_____ 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. We have performed many large equipment installations and have never found a DBE with the right experiance to perform this type of project.

EXHIBIT E

**Bond #21BCSJJ3814**

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor Goram Air Conditioning Company, Inc. 1252 Houston St. Mobile, AL 36606, hereinafter called the Principal, and Hartford Casualty Insurance Company One Hartford Plaza, Hartford CT 06155hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Ten Thousand and 00/100 ($310,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Arthur R. Outlaw Convention Center Mechanical Improvements (CN-015-25) 1 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 16th day of December, 2025.

**CONTRACTOR AS PRINCIPAL**
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Darren Deas, President

**SURETY**
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)
Name and Title: J. William Goodloe, III, Agent
Company Name: Higginbotham Insurance
Address: 3632 Dauphin Street
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

# POWER OF ATTORNEY

***Direct Inquiries, Bond Authenticity and Claims to:***
**THE HARTFORD**
**BOND, T-14**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** HIGGINBOTHAM INSURANCE AGENCY INC
**Agency Code:** 21-250403

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
W.E. Cadden, Katherine Gilmore, J William Goodloe III, Taylor Leggett, O.M. Otts, IV, Erling Riis, III, Charlene C. Stout of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA**
**COUNTY OF SEMINOLE** } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

# 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, Goram Air Conditioning Company, Inc. 1252 Houston St. Mobile, AL 36606, as Principal, and Hartford Casualty Insurance Company One Tower Square, Hartford, CT 06155, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Ten Thousand and 00/100 ($310,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Arthur R. Outlaw Convention Center Mechanical Improvements (CN-015-25) 1 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 J. William Goodloe, III **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 16th day of December, 2025

**CONTRACTOR AS PRINCIPAL**
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title:
Darren Deas, President

**SURETY**
Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III
Attorney-in-fact

Resident Agent: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, Agent
Company Name: Higginbotham Insurance
Address: 3632 Dauphin Street
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Shannon McIntyre
Director, Architectural Engineering
PO Box 1827
Mobile, AL 36633
251-208-7454

# POWER OF ATTORNEY

***Direct Inquiries, Bond Authenticity and Claims to:***
**THE HARTFORD**
**BOND, T-14**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** HIGGINBOTHAM INSURANCE AGENCY INC
**Agency Code:** 21-250403

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
W.E. Cadden, Katherine Gilmore, J William Goodloe III, Taylor Leggett, O.M. Otts, IV, Erling Riis, III, Charlene C. Stout of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA**
**COUNTY OF SEMINOLE** } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

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

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

| | |
|---|---|
| **PRODUCER**<br>Higginbotham Insurance Agency, Inc.<br>3212 Midtown Park S<br>Mobile AL 36606<br><br>License#: 2081754 | **CONTACT NAME:** Charity Tout<br>**PHONE (A/C, No, Ext):** 817-349-2334 **FAX (A/C, No):** 817-347-6981<br>**E-MAIL ADDRESS:** CTout@higginbotham.com |
| **INSURED**<br>Goram Air Conditioning Company, Inc.<br>1252 Houston Street<br>Mobile AL 36606<br><br>GORAAIR-01 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Middlesex Insurance Company — 23434<br>**INSURER B :** Midwest Employers Casualty Company — 23612<br>**INSURER C :** Alabama Self-Insured Worker's Compensation Fund — 0<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1747242623 **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**<br>CLAIMS-MADE X OCCUR<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | A0160905003 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | Y | Y | A0160905001 | 1/1/2026 | 1/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$ 1,000,000<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | A0160905004 | 1/1/2026 | 1/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| C<br>B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | P100546AL2026<br>PVAL129001 | 1/1/2026<br>1/1/2025 | 1/1/2027<br>1/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>A | Leased/Rented Equipment<br>Builders' Risk/<br>Installation Floater | | | A0160905002<br>A0160905002 | 1/1/2026<br>1/1/2026 | 1/1/2027<br>1/1/2027 | Limit: $100,000<br>See Below | Ded: $1,000<br>See Below |

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

**Inland Marine - BUILDERS RISK - Installation Floater Policy**
Limits: Any One Job Site: $500,000 Any Temporary Location: $500,000 At Any Location Other Than A Job Site: $500,000 Property In Transit: $50,000
Deductible: $2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

**CERTIFICATE HOLDER**

City of Mobile
P. O. Box 1827
Mobile AL 366331827
USA

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**



**© 1988-2015 ACORD CORPORATION. All rights reserved.**

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Higginbotham Insurance Agency, Inc. | Goram Air Conditioning Company, Inc.<br>1252 Houston Street<br>Mobile AL 36606 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy follows form provided by underlying insurance (General Liability, Auto Liability and Employers Liability.)

JOB: CN-015-25 - Arthur R. Outlaw Convention Center - Mechanical Improvements - F717-001 project

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mo


© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: A0160905001

# ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

---

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

| | |
|---|---|
| CA 20 48 10 13 | Designated Insured For Covered Autos Liability Coverage |
| CA 04 44 10 13 | Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) |

---

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

| | |
|---|---|
| CA 76 01 06 15 | Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage |
| CA 04 44 10 13 | Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) |

---

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

| | |
|---|---|
| CA 76 01 06 15 | Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage |
| CA 20 48 10 13 | Designated Insured For Covered Autos Liability Coverage |

---

City of Mobile
PO Box 1827
Mobile, AL 36633

| | |
|---|---|
| IL 70 60 08 15 | Notice Of Cancellation To Others |

Number of Days Notice 30

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** Goram Air Conditioning Company, Inc.

**Endorsement Effective Date:** 01-01-2025

**SCHEDULE**

| **Name Of Person(s) Or Organization(s):** |
|---|
| Any person or organization from whom you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Goram Air Conditioning Company, Inc.

**Endorsement Effective Date:** 01-01-2025

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.


© Insurance Services Office, Inc., 2011

POLICY NUMBER: A0160905003

# ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

---

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

---

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

**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 Person or Organization:** |
| --- |
| Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

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 site 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.



© ISO Properties, Inc., 2000

**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 |
|---|---|
| Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. | Jobsites as described in contracts |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


© Insurance Services Office, Inc., 2018

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


© Insurance Services Office, Inc., 2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage. | Jobsites as described in contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



© Insurance Services Office, Inc., 2018

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. Additional Insureds - Automatic Status for 13 Additional Insured Types**

**Section II - Who Is An Insured** is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

**A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You**

**1)** A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**2)** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**1.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**b.** "Bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)**

**1)** Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

**2)** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

**1)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

**2)** This insurance does not apply to:


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**D. Lessor of Leased Equipment**

**1)** Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

**2)** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**E. Owners or Other Interests From Whom Land Has Been Leased**

**1)** Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

**2)** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**a.** Any "occurrence" which takes place after you cease to lease that land;

**b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

**F. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

**1)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**2)** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

**G. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

**H. Controlling Interest**

**1)** Any person(s) or organization(s) with respect to their liability arising out of:

**a.** Their financial control of you; or

**b.** Premises they own, maintain or control while you lease or occupy these premises.

**2)** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**I. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

**J. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**1)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

**2)** The construction, erection or removal of elevators; or

**3)** The ownership, maintenance or use of any elevators covered by this insurance.

**L. Vendors**

**1)** Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

**a.** The insurance afforded to such vendor only applies to the extent permitted by law; and

**b.** If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

**2)** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**a.** The insurance afforded the vendor does not apply to:

**1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**2)** Any express warranty unauthorized by you;

**3)** Any physical or chemical change in the product made intentionally by the vendor;

**4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1)** The exceptions contained in Subparagraphs **d.** or **f.**; or


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**(2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**b.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**M. Grantor of Franchise**

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

**1.** The insurance afforded to such additional insureds only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

**2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.


Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**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 from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss of damage |
| 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

# FACSIMILE

**Name:** Charlene Stout

**From:**

**Underwriting Department**
Alabama Self Insured Worker's Comp Fund
P. O. Box 59509, Birmingham, AL 35259
Phone: 1-888-515-1530 or 205-868-6900
Fax : 205-868-6909
Email Address: dyannet@workerscompfund.org
Visit our Website at www.workerscompfund.org

**Date:** August 21, 2013

**Subject:** Waiver of Subrogation

Since we do not have a policy, we do not have endorsements. However, our attorney has approved the following for wording on Certificates of Insurance:

The Alabama Self-Insured Workers Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Workers Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Workers Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by Certificate Holder.

Let me know if you have any questions.

Thanks,

*Underwriting Department*

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 122561

**Approved by:**

| | |
|---|---|
| **Employer**<br>GORAM AIR CONDITIONING CO., INC. | |
| **Name** (Please Type or Print)<br>PAULA G WILLIAMS | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>05/27/2008 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>05/27/2008 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 122561

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | GORAM AIR CONDITIONING CO., INC. |
| **Company Facility Address** | 1252 HOUSTON STREET<br>MOBILE, AL 36606 |
| **Company Alternate Address** | |
| **County or Parish** | MOBILE |
| **Employer Identification Number** | 630680238 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 20 to 99 |
| **Number of Sites Verified for** | 1 site(s) |

# Alabama Secretary of State

## Goram Air Conditioning Company, Inc.

| | |
|---|---|
| Entity ID Number | 000-036-895 |
| Entity Type | Domestic Corporation |
| Principal Address | MOBILE, AL |
| Principal Mailing Address | Not Provided |
| Status | Exists |
| Place of Formation | Mobile County |
| Formation Date | 02/28/1975 |
| Registered Agent Name | DARREN W. DEAS |
| Registered Office Street Address | 1252 HOUSTON ST<br>MOBILE, AL 36606 |
| Registered Office Mailing Address | 1252 HOUSTON ST<br>MOBILE, AL 36606 |
| Nature of Business | --- |
| Capital Authorized | $10,000 |
| Capital Paid In | $10,000 |
| **Incorporators** | |
| Incorporator Name | GORAM, ROBERT L |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | GORAM, WILLIAM J |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | GORAM, JOYCE L |
| Incorporator Street Address | Not Provided |
| Incorporator Mailing Address | Not Provided |
| Incorporator Name | GORAM, HELEN G |
| Incorporator Street Address | Not Provided |

## Goram Air Conditioning Company, Inc.

| | |
|---|---|
| Incorporator Mailing Address | Not Provided |
| **Annual Reports** | |
| Report Year | 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 |
| **Transactions** | |
| Transaction Date | 05/28/2002 |
| Registered Agent Changed From | * Added |
| Transaction Date | 09/02/2021 |
| Registered Agent Changed From | GORAM, ROBERT L<br>1252 HOUSTON ST<br>MOBILE, AL 36606 |
| Transaction Date | 05/12/2025 |
| Registered Agent Changed From | GORAM, JOYCE L.<br>1252 HOUSTON ST<br>MOBILE, AL 36606 |
| **Scanned Documents** | |
| Purchase Document Copies | |
| Document Date / Type / Pages | 05/28/2002 Registered Agent Change 1 pg. |
| Document Date / Type / Pages | 09/02/2021 Registered Agent Change 2 pgs. |
| Document Date / Type / Pages | 05/12/2025 Registered Agent Change 2 pgs. |
| | |

Browse Results New Search

EXHIBIT I

# PROJECT MANUAL

**FOR**

# Arthur R. Outlaw Convention Center Mechanical Improvements

**1 South Water Street**
**Mobile, Alabama 36602**

**Project # CN-015-25**

10/6/2025

Smith Mechanical
Consulting & Design

**City of Mobile**
**Architectural Engineering Department**
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

**Bid Date: 10/29/2025** **Set Number:_____**

# INDEX TO DOCUMENTS

SECTION DOCUMENT NAME

DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS
- Section 00100 Invitation to Bid
- Section 00200 Instructions to Bidders – AIA Documents A701
- Section 00300 Supplementary Instructions to Bidders
- Section 00410 Bid Form
  - Sales Tax Form C-3A
  - Office of Supplier Diversity Subcontracting and Major Supplier Plan
- Section 00500 Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
- Section 00600 Bonds, Certificates and Affidavits
  - Performance Bond (Owner's modified form)
  - Labor and Material Payment Bond (Owner's modified form)
  - Application and Certificate for Payment – AIA Document G702 and AIA Document G703 with DBE Utilization Report
  - Certificate of Substantial Completion – AIA Document G704
  - Contractor's Affidavit of Payment of Debts and Claims – AIA Document G706
  - Contractor's Affidavit of Release of Liens – AIA document G706A
  - Consent of Surety to Final Payment – AIA Document G707
  - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
  - E-Verify Documentation (Sample)

- Section 00700 General Conditions of the Contract for Construction – AIA Documents A201 (with Owner's modifications)

DIVISION 1 GENERAL REQUIREMENTS

- Section 01010 Summary of Work
- Section 01210 Allowances
- Section 01310 Project Management & Co-ordination
- Section 01320 Construction Progress Documentation
- Section 01330 Submittal Procedures
- Section 01635 Substitution Procedures
- Section 01700 Execution Requirements
- Section 01731 Cutting and Patching
- Section 01770 Close out Procedures
- Section 017839 Project Record Documents
- Section 017823 Operation and Maintenance Data

DIVISION 2 SITEWORK (NOT APPLICABLE)
DIVISION 3 CONCRETE (NOT APPLICABLE)
DIVISION 4 MASONRY (NOT APPLICABLE)
DIVISION 5 METALS (NOT APPLICABLE)
DIVISION 6 WOOD AND PLASTIC (NOT APPLICABLE)
DIVISION 7 THERMAL AND MOISTURE PROTECTION (NOT APPLICABLE)

DIVISION 8 DOORS AND WINDOWS (NOT APPLICABLE)
DIVISION 9 FINISHES (NOT APPLICABLE)
DIVISION 10 SPECIALTIES (NOT APPLICABLE)
DIVISION 11 EQUIPMENT (NOT APPLICABLE)
DIVISION 12 FURNISHINGS (NOT APPLICABLE)
DIVISION 13 SPECIAL CONSTRUCTION (NOT APPLICABLE)
DIVISION 14 (NOT APPLICABLE)
DIVISION 15 OR 23 MECHANICAL
DIVISION 16 (NOT APPLICABLE)

# SECTION 00100
# INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

| | |
|---|---|
| PROJECT NAME: | Arthur R. Outlaw Convention Center<br>Mechanical Improvements |
| PROJECT LOCATION: | 1 South Water Street, Mobile, Alabama 36602 |
| PROJECT NUMBER: | CN-015-25 |

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October, 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the 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).**

F. Product Substitutions must be pre-approved before the 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 October 14, 2025, **at Arthur R. Outlaw Convention Center, meeting at the north parking garage entrance booth, 1 South Water Street**, at 10:30 AM local time. The conference will include a walkthrough of the site location. A representative of the Bidder is required to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-208-7812, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.

B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR MOBILE, ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS - PROJECT NUMBER: CN-015-25".**

C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.

D. All Bids of $50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.

E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, OCTOBER 29, 2025.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

14 FEDERAL CONDITIONS

B. Job site postings, including the Notice to All Employees working on Federal or Federally Financed Construction Projects and the EEO (Equal Employment Opportunity) poster, will be required to be maintained and shall be in a location accessible to all employees.

C. Employee interviews for Davis-Bacon wage compliance will be conducted with the assistance of the Project Manager, as coordinated with the Contractor. Certified Payrolls are required. Contractors may become more familiar with these procedures by viewing “A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted

Construction Projects", on-line at
http://portal.hud.gov/hudportal/documents/huddoc?id=DOC12590.pdf

## 15 FEDERAL CONDITIONS

A. This project is covered by the Davis Bacon and Related Acts (DBRA). See Section 00800 Federal Conditions.

## 16 SECRETARY OF STATE

A. The contractor must also provide documentation of being enrolled in the Alabama Secretary of State Business Identity Records within submitted bidding documentation.

END OF SECTION 00100

# SECTION 00200
# INSTRUCTIONS TO BIDDERS

## 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 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 roger.washington@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 ARTHUR R OUTLAW CONVENTION CENTER – MECHANICAL IMPROVEMENTS", 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 sixty (60) 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 coordinate with the facility security for days of operation and access to the building.

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 Arthur R Outlaw Convention Center – Mechanical Improvements, 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.: CN-015-2025**
**PROJECT NAME: Arthur R Outlaw Convention Center – Mechanical Improvements**
**PROJECT LOCATION: 1 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 September 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY NAME:_____**

**ADDRESS:_____PHONE_____**

**ALABAMA GENERAL CONTRACTOR LICENSE NO. _____**

**CITY OF MOBILE BUSINESS LICENSE NO._____**

**SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____**

**SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____**

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

| | | |
|---|---|---|
| **Base Bid:** | | **$ .00** |
| **Contingency Allowance:** | **+** | **$ 20,000.00** |
| **Total Base Bid**: | | **$ .00** |

(Fill in here and in Total Bid below)

**TOTAL BASE BID:** _____

_____ Dollars, ($ **.00**)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

**CONTINGENCY ALLOWANCE:** $20,000.00 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**_____**, 2021**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2021

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

**ACCOUNTING OF SALES TAX**
**ATTACHMENT TO BID FORM SECTION 00400**
**SALES TAX FORM C-3A**

**To:** City of Mobile **Date:**_____

**Name of Project:** Arthur R Outlaw Convention Center – Mechanical Improvements
**Project Number:** CN-015-25

**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:** | $_____ |

**Note:** A completed Form C-3A: Accounting of Sales Tax must be submitted with the Proposal Form. Submission of Sales Tax Form C-3A with the Proposal Form is required; it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

**Legal Name of Bidder**_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

**Contact Office of Small Business Development for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

**Contact Office of Small Business Development for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967

## FORM 1: Background and Plan

### Section I. Information about your company

| | |
|---|---|
| Company | |
| Address | |
| Telephone | |
| E-Mail | |

| | |
|---|---|
| RFP/RFQ Solicitation Number | |
| Project Description | |
| Is your company a DBE company? | Yes ☐ No ☐ |
| Work force demographics | Male _____ Female _____ Minority _____ Non-minority _____SDVO _____<br>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. _____

_____

_____

SECTION 00500

MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM

## PART 1 GENERAL

A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.

**MASTER AGREEMENT**
**BETWEEN CITY OF MOBILE AND CONTRACTOR**
**FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**

NON-SUBSTANTIVE

**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.:**
**Secretary of State No.: _____**

**For the following Project:**

**Arthur R. Outlaw Convention Center**
**Mechanical Improvements**
**1 South Water Street**
**Mobile, Alabama 36602**

**Project Number:**

**CN-015-25**

**The Architect:**

**R. J. Smith Mechanical Consultant, Inc.**
**dba Smith Mechanical Consultant and Design**
**61 St. Joseph Street, Suite 1100**
**Mobile, AL 36602**

**Architectural Engineering Department**
**P.O. Box 1827**
**Mobile, Alabama 36633-182702**

**MASTER AGREEMENT**
**BETWEEN CITY OF MOBILE AND CONTRACTOR**

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and_____(Company full name) (hereinafter referred to as "Contractor"), an Alabama corporation with its principal office at _____ (company address).

## I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits:

Exhibit A: Scope Of Work
Exhibit B: Project Schedule
Exhibit C: Schedule of Values
Exhibit D: Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E: Performance, Labor and Material Bonds
Exhibit F: Certificate of Liability Insurance [Required]
Exhibit G: E-Verify Documents [Required]
Exhibit H: Secretary of State
Exhibit I: Bidding And Contract Requirement Documents

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Arthur R. Outlaw Convention Center – Mechanical Improvements bid package on October 6, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

## I. CONTRACTOR'S SERVICE



NON-SUBSTANTIVE

**A.** The Contractor agrees to diligently provide all materials, services and labor for the performance of Arthur R. Outlaw Convention Center – Mechanical Improvements (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

## II. TERM

**A.** This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

## III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

**A.** The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ and 00/100 ($_____), subject to additions and deductions as provided in the Contract Documents.

| | |
|---|---|
| Base Bid: | $_____ |
| Contingency Allowance: | $_____ |
| Total Bid: | $_____ |
| | |
| Total Contract Sum: | $_____ |

**B.** 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.

**C.** 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 City's Architectural Engineering Director.

NON-SUBSTANTIVE

**D.** 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.

**E.** 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/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the City of Mobile 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 City of Mobile 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 City of Mobile 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/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the



NONSUBSTANTIVE

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/Engineer has previously withheld a Certificate for Payment;
   iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
   iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part; and
   v. Retainage withheld pursuant to Section IV(A)(8).

c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
   a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
      i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
      ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

      The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.



NON-SUBSTANTIVE

**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/Engineer/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a minimum 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:



NON-SUBSTANTIVE

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that _____ [contractor name] has completed the contract for CN-015-25 Arthur R. Outlaw Convention Center – Mechanical Improvements, 1 South Water Street 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.** Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

## V. ADDITIONAL SERVICES

**A.** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

**B.** If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the 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



NON-SUBSTANTIVE

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<br>$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.



NON-SUBSTANTIVE

7. Personal Injury Liability, with employee's exclusions removed.
8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

**G.** Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor's automobiles haul hazardous materials, the Contractor's policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

| | |
|---|---|
| 1. Bodily Injury | $1,000,000 each person<br>$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.



NON-SUBSTANTIVE

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/Engineer's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

**J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

**K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

**L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

**M.** "In Rem" endorsement.

**N.** Contractor shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.



NON-SUBSTANTIVE

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect/Engineer and the Architect's/Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**O.** The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.



NON SUBSTANTIVE

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



NON-SUBSTANTIVE

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
**See Exhibit "I", List of Drawings and Specifications**

**D.** Specifications
**See Exhibit "I", List of Drawings and Specifications**

**E.** Addenda, if any:

Number Date

_____ _____

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**F.** Other Exhibits:

_____

[insert exhibit list]

**G.** Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

   a. Section 00100 Invitation to Bid



NON-SUBSTANTIVE

| | | |
|---|---|---|
| b. | Section 00200 | Instructions to Bidders-AIA Document A701 |
| c. | Section 00300 | Supplementary Instructions to Bidders |
| d. | Section 00400 | Bid Form<br>Accounting of Sales Tax Form C-3A<br>Office of Supplier Diversity Subcontracting and Major Supplier Plan |
| e. | Section 00500 | Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum |
| f. | Section 00600 | Bonds, Certificates and Affidavits<br>Performance Bond<br>Labor and Material Payment Bond<br>E-Verify Documentation (Sample)<br>Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)<br>Certificate of Substantial Completion-AIA Document G704<br>Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706<br>Contractor's Affidavit of Release of Liens-AIA Document G706A<br>Consent of Surety to Final Payment-AIA Document G707<br>Request for Taxpayer Identification Number and Certification W9 Tax<br>Form and City of Mobile Vendor Information Form |
| g. | Section 00700 | General Conditions of the Contract for Construction-Document A201 |

## XI. LIQUIDATED DAMAGES

**A.** The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that any Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) days after the time specified for the Substantial Completion shall be Two Hundred Fifty Dollars ($250.00) per day,

NON-SUBSTANTIVE

the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

## XII. FORCE MAJEURE

**A.** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

## XIII. OBLIGATIONS OF THE CITY

**A.** City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

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

**C.** The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

**D.** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## XIV. TERMINATION

**A.** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**B.** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

**C.** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.



NON-SUBSTANTIVE

**D.** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**E.** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

**F.** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

**G.** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

## XV. DISPUTE RESOLUTION

**A.** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

**B.** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

**C.** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of the City of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

**D.** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

**E.** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.



NON-SUBSTANTIVE

**F.** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

## XVI. CONTRACTOR WARRANTY

**A.** Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

**B.** Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

**C.** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

**D.** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

**E.** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

**F.** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

NON-SUBSTANTIVE

## XVII. SUSPENSION/STOP WORK ORDER

**A.** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

**B.** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

## XVIII. NOTICES

**A.** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.

**B.** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

**CITY**:
City of Mobile
c/o Director, Architectural Engineering
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

**CONTRACTOR**:
_____ [insert]
c/o _____
Contractor's Authorized Agent
_____ [Insert Address]
_____

**CITY OF MOBILE – LEGAL:**
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

**C.** Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

NON-SUBSTANTIVE

## XIX. DEFAULT/ BREACH

**A.** Default.

Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

## XX. EFFECT OF DEFAULT

**A.** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

NON-SUBSTANTIVE

## XXI. WITHHOLDING PAYMENT DUE

**A.** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

## XXII. CURE PLAN

**A.** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

## XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

**A.** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

## XXIV. PEER REVIEW/VALUE ENGINEERING

**A.** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

## XXV. ANTI-BOYCOTT

**A.** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

## XXVI. NON-DISCRIMINATION

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

NON-SUBSTANTIVE

## XXVII. COMPLIANCE WITH IMMIGRATION LAW

**A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## XXVIII. MISCELLANEOUS

**A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

**B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

**C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

**D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

**E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

**F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

**G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

**H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

**I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

**J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



NON-SUBSTANTIVE

**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.



NON-SUBSTANTIVE

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

**CONTRACTOR**

By: _____

_____
Printed Name and Title

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ [Individual's Name] whose name as _____ [Title] of the _____ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

**CITY OF MOBILE**

By:_____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

NON-SUBSTANTIVE

SECTION 00600

BONDS, CERTIFICATES AND AFFIDAVITS

## PART 1 GENERAL

This section includes the Bond Forms and Certificates that are to be used on this Project. No other forms will be accepted. Forms may be obtained from the Architectural Engineering Department, City of Mobile, telephone number 251-208-7454.

1.1 FORMS

A. PERFORMANCE BOND. Owner's modified Performance Bond form.

B. LABOR AND MATERIAL PAYMENT BOND. Owner's modified Payment Bond form.

C. 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 _____ and 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 _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Arthur R. Outlaw Convention Center - Mechanical Improvements, 1 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 _____, 2025.

**CONTRACTOR AS PRINCIPAL**

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

**SURETY**

Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

---

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carlee Stout
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

# LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

**KNOW ALL MEN BY THESE PRESENTS**: That the Contractor, _____ , 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 _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Arthur R. Outlaw Convention Center - Mechanical Improvements, 1 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 _____, 2025

**CONTRACTOR AS PRINCIPAL**
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

**SURETY**
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)
Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Carlee Stout
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

**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<br>**Information relating to your Company:** | |
|---|---|
| Company Name | |
| Company Facility Address | |
| Company Alternate Address | |
| County or Parish | |
| Employer Identification Num | |
| North American Industry Classification Systems Code | |
| Parent Company | |
| Number of Employees | |
| Number of Sites Verified for | |

SAMPLE

# APPLICATION AND CERTIFICATION FOR PAYMENT

*AIA DOCUMENT G702* PAGE ONE OF PAGES

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

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | | $ |
| 2. Net change by Change Orders | | $ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | | $ |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | $ |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work (Column D + E on G703) | $ | |
| b. _____ % of Stored Material (Column F on G703) | $ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $ |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | | $ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | $ |
| 8. CURRENT PAYMENT DUE | | $ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | $ |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | | |
| Total approved this Month | | |
| TOTALS | | |
| NET CHANGES by Change Order | | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

**Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.**

# CONTINUATION SHEET

*AIA DOCUMENT G703*

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | | | | | | | | | |
| | **GRAND TOTALS** | | | | | | | | |

**Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity**

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## DBE Compliance

## DBE UTILIZATION REPORT

**Return to Office of Supplier Diversity**
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

| CONTRACTOR: | Certified DBE: YES NO | Contract Start Date: |
|---|---|---|
| DESCRIPTION: | | Estimated Completion Date: |

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

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

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

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

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

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

PRINT NAME: _____

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

# AIA® Document G704® – 2017

## *Certificate of Substantial Completion*

**PROJECT:** *(name and address)*

**OWNER:** *(name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

**CONTRACT INFORMATION:**
Contract For:
Date:

**ARCHITECT:** *(name and address)*

**CERTIFICATE INFORMATION:**
Certificate Number:
Date:

**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
*(Identify the Work, or portion thereof, that is substantially complete.)*
Substantial Completion <Project Full Name>

| **ARCHITECT** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE OF SUBSTANTIAL COMPLETION** |
|---|---|---|---|

**WARRANTIES**
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

**WORK TO BE COMPLETED OR CORRECTED**
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*
Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, unitl Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the word for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| **CONTRACTOR** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE** |
|---|---|---|---|
| City of Mobile<br>Architectural Engineering | | Carleen Stout, Deputy Director | |
| **OWNER** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE** |

AIA Document G704 – 2017. Copyright © 1963, 1978, 1992, 2000 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:33:35 ET on 02/12/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (3B9ADA46)

# AIA® Document G706™ – 1994

## *Contractor's Affidavit of Payment of Debts and Claims*

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

**STATE OF:**
**COUNTY OF:**

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

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

Indicate Attachment ☐ Yes ☒ No

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

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

**CONTRACTOR:** *(Name and address)*

BY: _____
*(Signature of authorized representative)*

_____
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

**AIA Document G706™ – 1994.** Copyright © 1970 and 1994 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:20:22 on 01/17/2013 under Order No.1348249414_1 which expires on 08/01/2013, and is not for resale.
**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:

**AIA Document G706A™ – 1994.** Copyright © 1982 and 1994 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:19:16 on 01/17/2013 under Order No.1348249414_1 which expires on 08/01/2013, and is not for resale.
**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)*

**AIA Document G707™ – 1994.** Copyright © 1982 and 1994 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:22:20 on 01/17/2013 under Order No.1348249414_1 which expires on 08/01/2013, and is not for resale.
**User Notes:**
(1299870031)

# CITY OF MOBILE, AL
# VENDOR INFORMATION FORM

***Company Information:***

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

***Primary Contact:***

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

***Alternate Contact (if applicable):***

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

***City of Mobile Business License Information:***

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**Employer identification number**
☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ► Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,
AIA DOCUMENT A201

## PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

**THE OWNER:**
*(Name, legal status and address)*
CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

**THE ARCHITECT:**
*(Name, legal status and address)*
R. J. Smith Mechanical Consultant, Inc.
dba Smith Mechanical Consultant and Design
61 St. Joseph Street, Suite 1100
Mobile, AL 36602

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

**TABLE OF ARTICLES**


1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES



AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**INDEX**
(Topics and numbers in bold are Section headings.)


**Acceptance of Nonconforming Work**
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
**Access to Work**
**3.16**, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
**Additional Inspections and Testing**
9.4.2, 9.8.3, 12.2.1, **13.4**
**Additional Time, Claims for**
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
**Administration of the Contract**
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
**Allowances**
**3.8**
**Applications for Payment**
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
**Arbitration**
8.3.1, 15.3.2, **15.4**
**ARCHITECT**
**4**
**Architect**, Definition of
**4.1.1**
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
**Award of Subcontracts and Other Contracts for Portions of the Work**
**5.2**
**Basic Definitions**
**1.1**
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
**Bonds, Performance, and Payment**
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
**Building Information Models Use and Reliance**
**1.8**
Building Permit
3.7.1
**Capitalization**
**1.3**
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5



AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**Certificates for Payment**
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
**Change Orders**
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
**Change Orders**, Definition of
**7.2.1**
**CHANGES IN THE WORK**
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
**Claims**, Definition of
**15.1.1**
Claims, Notice of
1.6.2, 15.1.3
**CLAIMS AND DISPUTES**
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
**Claims for Additional Cost**
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
**Claims for Additional Time**
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
**Concealed or Unknown Conditions, Claims for**
**3.7.4**
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
**Cleaning Up**
**3.15**, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
**Commencement of the Work**, Definition of
**8.1.2**
**Communications**
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
**COMPLETION, PAYMENTS AND**
**9**
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
**Consolidation or Joinder**
**15.4.4**
**CONSTRUCTION BY OWNER OR BY**
**SEPARATE CONTRACTORS**
1.1.4, **6**
**Construction Change Directive**, Definition of
**7.3.1**
**Construction Change Directives**
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
**Contingent Assignment of Subcontracts**
**5.4**, 14.2.2.2
**Continuing Contract Performance**
**15.1.4**
**Contract**, Definition of
**1.1.2**
**CONTRACT, TERMINATION OR**
**SUSPENSION OF THE**
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
**Contract Documents**, Definition of
**1.1.1**
**Contract Sum**
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
**Contract Sum**, Definition of
**9.1**
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
**Contract Time**, Definition of
8.1.1
**CONTRACTOR**
**3**
Contractor, Definition of
**3.1, 6.1.2**
**Contractor's Construction and Submittal**
**Schedules**
**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
**Contractor's Liability Insurance**
**11.1**
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
**Correlation and Intent of the Contract Documents**
**1.2**
**Cost**, Definition of
**7.3.4**
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
**Cutting and Patching**
**3.14**, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
**Date of Commencement of the Work**, Definition of
**8.1.2**
**Date of Substantial Completion**, Definition of
**8.1.3**
**Day**, Definition of
**8.1.4**
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
**Decisions to Withhold Certification**
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
**Delays and Extensions of Time**
**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
**Digital Data Use and Transmission**
**1.7**
Disputes
6.3, 7.3.9, 15.1, 15.2
**Documents and Samples at the Site**
**3.11**
**Drawings**, Definition of
**1.1.5**
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
**Emergencies**
**10.4**, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
**Failure of Payment**
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
**Final Completion and Final Payment**
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
**GENERAL PROVISIONS**
**1**
**Governing Law**
**13.1**
Guarantees (See Warranty)
**Hazardous Materials and Substances**
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
**Indemnification**
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
**Information and Services Required of the Owner**
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
**Initial Decision**
**15.2**
**Initial Decision Maker, Definition of**
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
**Injury or Damage to Person or Property**
**10.2.8**, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
**Instruments of Service**, Definition of
**1.1.7**
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
**Insurance, Contractor's Liability**
**11.1**
Insurance, Effective Date of
8.2.2, 14.4.2
**Insurance, Owner's Liability**
**11.2**
**Insurance, Property**
**10.2.5**, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
**INSURANCE AND BONDS**
**11**
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
**Interest**
**13.5**
**Interpretation**
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
**Labor and Materials, Equipment**
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
**Materials, Hazardous**
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
**Mediation**
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
**Minor Changes in the Work**
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(1231318356)

**MISCELLANEOUS PROVISIONS**
**13**
**Modifications**, Definition of
**1.1.1**
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
**Mutual Responsibility**
**6.2**
**Nonconforming Work, Acceptance of**
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
**Notice**
**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
**Notice of Claims**
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
**OWNER**
**2**
**Owner**, Definition of
**2.1.1**
**Owner, Evidence of Financial Arrangements**
**2.2**, 13.2.2, 14.1.1.4
**Owner, Information and Services Required of the**
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
**Owner's Insurance**
**11.2**
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
**Owner's Right to Carry Out the Work**
**2.5**, 14.2.2
**Owner's Right to Clean Up**
**6.3**
**Owner's Right to Perform Construction and to Award Separate Contracts**
**6.1**
**Owner's Right to Stop the Work**
**2.4**
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
**Ownership and Use of Drawings, Specifications and Other Instruments of Service**
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
**Partial Occupancy or Use**
9.6.6, **9.9**
**Patching, Cutting and**
**3.14**, 6.2.5
Patents
3.17
**Payment, Applications for**
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
**Payment, Certificates for**
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
**Payment, Failure of**
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
**Payment Bond, Performance Bond and**
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
**Payments, Progress**
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
**PAYMENTS AND COMPLETION**
**9**
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
**Performance Bond and Payment Bond**
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
**Permits, Fees, Notices and Compliance with Laws**
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
**PERSONS AND PROPERTY, PROTECTION OF**
**10**
Polychlorinated Biphenyl
10.3.1
**Product Data**, Definition of
**3.12.2**
**Product Data and Samples, Shop Drawings**
3.11, **3.12**, 4.2.7
**Progress and Completion**
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
**Progress Payments**
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**Project**, Definition of
**1.1.4**
Project Representatives
4.2.10
**Property Insurance**
10.2.5, **11.2**
**Proposal Requirements**
1.1.1
**PROTECTION OF PERSONS AND PROPERTY**
**10**
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field Conditions by Contractor**
**3.2**, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
**Rights and Remedies**
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
**Royalties, Patents and Copyrights**
**3.17**
Rules and Notices for Arbitration
15.4.1
**Safety of Persons and Property**
**10.2**, 10.4
**Safety Precautions and Programs**
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
**Samples**, Definition of
**3.12.3**
**Samples, Shop Drawings, Product Data and**
3.11, **3.12**, 4.2.7
**Samples at the Site, Documents and**
**3.11**
**Schedule of Values**
**9.2**, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
**Separate Contractors**, Definition of
**6.1.1**
**Shop Drawings**, Definition of
**3.12.1**
**Shop Drawings, Product Data and Samples**
3.11, **3.12**, 4.2.7
**Site, Use of**
**3.13**, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
**Specifications**, Definition of
**1.1.6**
**Specifications**
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
**Subcontractor**, Definition of
**5.1.1**
**SUBCONTRACTORS**
**5**
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
**Subcontractual Relations**
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
**Subrogation, Waivers of**
6.1.1, **11.3**
**Substances, Hazardous**
**10.3**
**Substantial Completion**
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
**Substantial Completion**, Definition of
**9.8.1**
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
**Sub-subcontractor**, Definition of
**5.1.2**

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

Subsurface Conditions
3.7.4
**Successors and Assigns**
**13.2**
**Superintendent**
**3.9**, 10.2.6
**Supervision and Construction Procedures**
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
**Suspension by the Owner for Convenience**
**14.3**
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
**Taxes**
3.6, 3.8.2.1, 7.3.4.4
**Termination by the Contractor**
**14.1**, 15.1.7
**Termination by the Owner for Cause**
5.4.1.1, **14.2,** 15.1.7
**Termination by the Owner for Convenience**
**14.4**
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**
**14**
**Tests and Inspections**
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
**TIME**
**8**
**Time, Delays and Extensions of**
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
**Time Limits on Claims**
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
**UNCOVERING AND CORRECTION OF WORK**
**12**
**Uncovering of Work**
**12.1**
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
**Use of Site**
**3.13**, 6.1.1, 6.2.1
**Values, Schedule of**
**9.2**, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
**Waivers of Subrogation**
6.1.1, **11.3**
**Warranty**
**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
**Work**, Definition of
**1.1.3**
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

## 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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)*


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

## 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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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

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

**§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.**

**§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.**

**§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.**

### § 3.5 Warranty

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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**


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

### § 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1 The apparent low bidder, within (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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:**


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

**.1** The change in the Work;
**.2** The amount of the adjustment, if any, in the Contract Sum; and
**.3** The extent of the adjustment, if any, in the Contract Time.
**.4** **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
   A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
   B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
   C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

### § 7.3 Construction Change Directives

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
**.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
**.4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced within ten (10) days of the date of written Notice to Proceed.**

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**§ 8.4 Liquidated Damages**

**§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptably submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.**

## ARTICLE 9 PAYMENTS AND COMPLETION

**§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

**§ 9.3 Applications for Payment**

**§ 9.3.1 The** Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

**§ 9.3.1.1 Such** applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s)**.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(1231318356)

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

.

*(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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

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

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

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

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

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

*(Paragraphs deleted)*

**§ 13.4.7 Test, inspections or approvals made in addition to the Architect's normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.**

**§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.**

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed.**


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(1231318356)

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed costs incurred by reason of **termination.**

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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)*


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:
(1231318356)

**§ 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)*


AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**
(1231318356)

# *Additions and Deletions Report for*

*AIA® Document A201® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:05:40 ET on 04/09/2025.

**PAGE 9**

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

**PAGE 10**

~~**§ 1.7 Digital Data Use and Transmission**~~

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

~~**§ 1.8 Building Information Models Use and Reliance**~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

**PAGE 11**

~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

**PAGE 13**

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

**PAGE 14**

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

**§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work**

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.**

**§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.**

**§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.**

...

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall ~~secure and pay for the building permit as well as for~~ **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.**
**PAGE 16**

**§ 3.10.1** The Contractor, ~~promptly~~ **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

...

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract ~~Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with~~ Documentswith reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.**
**PAGE 18**

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ **which** would otherwise exist as to a party or person described in this Section 3.18.
**PAGE 19**

**§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.**

...

**§ 4.1.1 The** ~~Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~**Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.**

...

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ **(1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.** The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract ~~Documents.~~Documents**, unless otherwise modified in writing in accordance with other provisions of the Contract.**
**PAGE 21**

**§ 5.2.1** ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ **The apparent low bidder, with (3) days after bids are** opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

...

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

~~increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

...

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ **may** be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

**PAGE 22**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

**PAGE 23**

**.4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:**

A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**

B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**

C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

...

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

**PAGE 24**

**.2** Costs of materials, supplies, and equipment, including cost of transportation, ~~whether incorporated or consumed;~~**actually incorporated or consumed in the work;**

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ **by** the Contractor or others;

**PAGE 25**

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

...

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner ~~pending mediation and binding dispute resolution; ~~; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

...

**§ 8.4 Liquidated Damages**

**§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more that (30) days after the time specified for the Substantial Completition of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustatined.**

**PAGE 26**

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

...

**§ 9.3.1** ~~At least ten days before the date established for each progress payment, the~~ **The** Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be ~~notarized, if required,~~ notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such ~~as~~ copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect ~~retainage if provided for in the Contract Documents.~~retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

**§ 9.3.1.1** ~~As provided in Section 7.3.9, such~~ **Such** applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~Work, **which have been authorized and approved by properly executed Change Order(s)**.

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**§ 9.3.1.2** ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~**Such applications may include requests for payment on account of changes in the Work, which have been authorized and approved by properly executed Change Order(s).**
**PAGE 28**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ **may** be extended appropriately and the Contract Sum ~~shall~~ **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.
**PAGE 29**

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work ~~or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~.

...

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5)** ~~documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~**Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.**

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor ~~or by issuance of Change Orders affecting final completion,~~ and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
**PAGE 30**

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**§ 10.2.1** The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version**. **Contractor shall** take **all other** reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

...

**.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

...

**§ 10.2.5** The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**PAGE 31**

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and ~~start-up.~~start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entitles whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

~~**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

**§ 10.3.4** The Owner shall not be responsible ~~under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~**for materials or**

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

...

**§ 10.3.6** If, without negligence **or wantonness** on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall~~ **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ **may** be determined **only** as provided in Article 15 and Article 7.
**PAGE 33**

.

~~**§ 11.3 Waivers of Subrogation**~~
~~**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~
~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

**PAGE 34**

The Contract shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**State of Alabama.**

...

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

**PAGE 35**

~~**§ 13.5 Interest**~~

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

**§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.**

**§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.**

...

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ **executed.**
**PAGE 36**

**§ 14.3.2** The Contract Sum and Contract Time ~~shall~~ **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
**PAGE 37**

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason ~~of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~**termination.**

...

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated ~~by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim.** that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.
**PAGE 38**

**§ 15.2.2** The ~~Initial Decision Maker~~ **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~.

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

~~within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

**PAGE 39**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

~~be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

Additions and Deletions Report for AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:**

# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:05:40 ET on 04/09/2025 under Order No. 3104238820 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

AIA Document D401 – 2003. Copyright © 1992 and 2003. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:05:40 ET on 04/09/2025 under Order No.3104238820 which expires on 06/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
**User Notes:** (1231318356)

# 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 replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD’s installed on the existing pumps.

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. The chiller change out time has to be coordinated with the owner to minimize disruption of the operation of the convention center. The time and duration must be agreed upon by the owner and the engineer.

1.4 CONTINGENCY ALLOWANCE

A. Include in the Contract the stipulated amount for use upon Owner's instruction.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

A. Submit Schedule of Values on AIA Form G703 with a copy of the signed Construction Contract within 10 calendar days of receiving contract.

1.6 APPLICATIONS FOR PAYMENT

A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.

B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.

C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

A. All contract changes involving a change in scope, payment and/or time shall be made by change order.

B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

A. Not 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 may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

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.

1.35 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.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.

B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Include as a Contingency Allowance the lump sum amount of twenty thousand and xx/100 Dollars ($20,000.00).

END OF SECTION

# SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Coordination drawings.
4. Requests for Information (RFIs).
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:
1. Division 1 Section "Execution Requirements"
2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

### 1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, 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. Coordination: Each contractor should 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 should 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 are 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.

C. 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.

D. 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 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.

## 1.6 PROJECT MEETINGS

A. General: Attendance of superintendent at progress meetings 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.

1.4 SHOP DRAWINGS

A. Present information in clear and thorough manner.

B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.

C. Reproductions of details contained in Contract Documents are not acceptable.

D. Submit four one (1) PDF copy. One PDF copy will be returned to Contractor for printing and distribution.

1.5 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.

A. Submit one (1) copy. Project Manager will return one copy to Contractor for printing and distribution.

1.6 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.

B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.

C. Include identification for each sample, with full Project information.

D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

# SECTION 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 products, fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
d. 6”x12” Samples of each finish material in proposed pattern and color.
e. Certificates and qualification data.
f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
h. Impact of substitution on construction schedule.
i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Project Manager’s Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

# SECTION 01700
# EXECUTION REQUIREMENTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Environmental concerns.
2. Installation of the Work.
3. Cutting and patching.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections:
1. Division 1 Sections “Summary of the Work”, “Project Record Documents”, or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

### 1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

### 1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present

where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, 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. 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 copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 10 days after final inspection.

   1. Correct or modify each manual to comply with Architect's comments. Submit **2** copies of each corrected manual within 10 days of receipt of Architect's comments.

   2. Provide PDF copies on 2 discs. Submit with the corrected manual.

## PART 2 - PRODUCTS

### 2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.

6. Name and address of Architect and Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.

5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## 2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures.

E. Submit demonstration and training video for all lighting control systems.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

# PART 3 - EXECUTION

## 3.1 MANUAL PREPARATION

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

# SECTION 017839
# PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

### 1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order.

B. Record Specifications: Submit 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. 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.

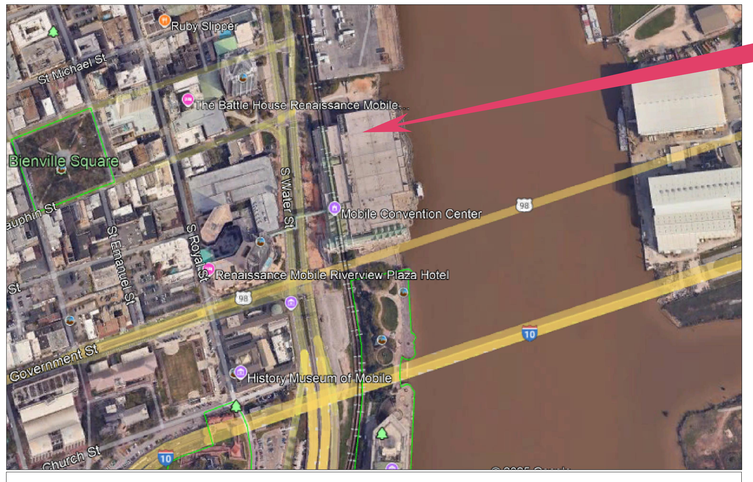
END OF SECTION 017839

# DRAWINGS

# ARTHUR R. OUTLAW CONVENTION CENTER
# MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25

1 SOUTH WATER STREET
MOBILE, ALABAMA 36602




LOCATION MAP
CITY of MOBILE

N

## PROJECT LOCATION


## MECHANICAL ENGINEER

Roger J. Smith, PE – AL24744
Smith Mechanical Consulting & Design
61 St. Joseph Street
Suite 1100
Mobile, AL 36602
251–402–1364
roger@smitheng.us

## ELECTRICAL ENGINEER

Christina Marie, PE – AL50377
Jaguar Consulting
8658 Capital Dr N.
Mobile, AL 36695
251–455–9189
christy@JagCon.org


## INDEX OF DRAWINGS


| | |
|---|---|
| **GENERAL** | |
| T1.0 | TITLE SHEET, DRAWING INDEX & LOCATION MAPS |
| | |
| | |
| **MECHANICAL** | |
| M1.0 | MECHANICAL NOTES & DETAILS |
| M2.0 | OVERALL EXISTING MECHANICAL PLAN |
| M3.0 | ENLARGED MECHANICAL NEW WORK PLAN |
| M4.0 | MECHANICAL PIPING ELEVATION AND DETAIL FOR CH–1 |
| M4.1 | MECHANICAL PIPING ELEVATION AND DETAIL FOR CH–2 |
| | |
| **ELECTRICAL** | |
| E1.0 | ELECTRICAL LEGEND & SPECIFICATIONS |
| E2.0 | ELECTRICAL EXISTING POWER PLAN |
| E2.1 | ELECTRICAL NEW WORK POWER PLAN |
| E3.0 | ELECTRICAL DETAILS |
| | |



Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA–3717 E
61 St. Joseph Street
Suite 1100
MOBILE, AL 36602
(251) 402–1364
ROGER J. SMITH, PE 24744
roger@smitheng.us


ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

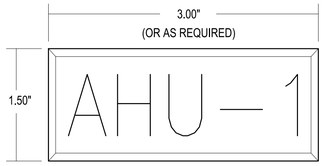
ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNTIL SIGNED


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.


SHEET TITLE:
TITLE SHEET, DRAWING INDEX, & LOCATION MAPS

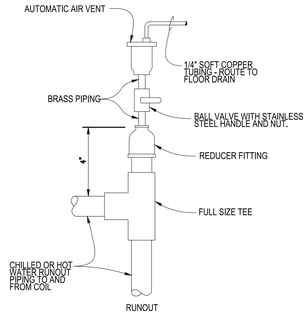
SHEET NUMBER:
T1.0

SHEET SIZE 36"x24"

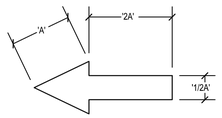



ENGRAVED PLASTIC TAG WITH 1" HIGH WHITE LETTERS ON BLACK BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH PERMANENT, WATERPROOF DOUBLE SIDED TAG TAPE AT VISIBLE LOCATION ON MECHANICAL EQUIPMENT. LABEL ALL INDOOR AND OUTDOOR UNITS WITH NOTATION SHOWN ON PLANS.

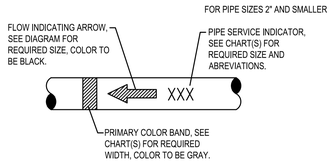
1 TYPICAL ENGRAVED TAG DETAIL
NOT TO SCALE




2 TYPICAL AUTOMATIC AIR VENT DETAIL
NOT TO SCALE




'A' = APPROXIMATELY 3/4 OF OUTSIDE DIAMETER OF PIPE OR COVERING (6"MAX).




| REQUIRED SIZE OF STENCIL LETTERS & WARNING BANDS | | |
|---|---|---|
| O.D. OF PIPE OR OUTER COVER | HT. OF LETTERS (IN.) | WIDTH OF BAND |
| LESS THAN 1-1/2" | 1/2" | 1" |
| 1-1/2" TO 3-1/2" | 3/4" | 1" |
| 3-1/2" TO 6" | 1-1/4" | 2" |

| PIPE SERVICE ABREVIATIONS | |
|---|---|
| PIPE SERVICE | ABREVIATION |
| CHILLED WATER SUPPLY / RETURN | CHS / CHR |

NOTES

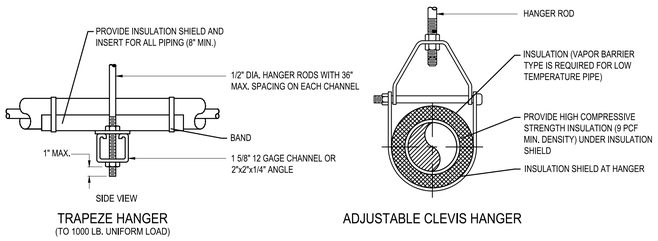
1. LOCATE BANDS ADJACENT TO ALL OPERATING ACCESSORIES (VALVES, STRAINERS, PUMPS, ETC) AND WHERE PIPE PASSES THROUGH WALLS.

ALTERNATE IDENTIFICATION MARKERS

AT CONTRACTOR'S OPTION SELF-ADHESIVE PIPE IDENTIFICATION MARKERS AND FLOW DIRECTION INDICATORS SHALL BE PERMISSIBLE IN LIEU OF PAINT-APPLIED MARKERS. CONTRACTOR SHALL SUBMIT SAMPLES OF ADHESIVE LABELS TO BE USED TO ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.

3 PIPE IDENTIFICATION SCHEME AND INSTRUCTIONS
NOT TO SCALE

| MAXIMUM PIPE/TUBING SUPPORT SPACING | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| NOM. SIZE | IN. | THRU 3/4 | 1 | 1 1/4 | 1 1/2 | 2 | 2 1/2 | 3 | 4 | 5 | 6 |
| PIPE | FT. | 7 | 7 | 7 | 9 | 10 | 11 | 12 | 14 | 16 | 17 |
| TUBING | FT. | 5 | 6 | 7 | 8 | 8 | 9 | 10 | 12 | 13 | 14 |
| NOTE: FOR TRAPEZE HANGER TAKE SPACING OF SMALLEST SIZE ON TRAPEZE. | | | | | | | | | | | |




4 TYPICAL PIPE HANGAR INSTALLATION DETAIL
NOT TO SCALE

## GENERAL SCOPE OF WORK:

THE SCOPE OF WORK FOR THIS PROJECT CONSISTS OF TWO MAIN COMPONENTS. A CHILLER REPLACEMENT AND INSTALLATION OF VARIABLE FREQUENCY DRIVES ON SIX HYDRONIC PUMPS.

FIRST IS THE REMOVAL AND REPLACEMENT OF CHILLER CH-1. CH-1 IS NON-FUNCTIONING AT THIS TIME. IN ORDER TO REMOVE AND REPLACE CHILLER CH-1, THE CHILLER IN THE SECOND POSITION, CH-2 HAS TO BE DISCONNECTED FROM POWER AND HYDRONIC PIPING AND MOVED APPROXIMATELY 20" TO 24" TO THE WEST TO PROVIDE ADEQUATE ROOM FOR THE REPLACEMENT CHILLER TO PASS BESIDE IT TO THE THIRD POSITION.

CHILLER, CH-2, WAS REPLACED RECENTLY AND THE PIPING WAS MODIFIED IN A MANNER TO ALLOW FOR AN EASIER DISCONNECTION TO SHIFT THE CHILLER FOR THE WORK REQUIRED ON THIS PROJECT. IT IS EXPECTED THE SECOND POSITION CHILLER WILL BE SHIFTED TO ALLOW FOR THE REMOVAL OF THE NON-FUNCTIONING CHILLER, CH-1, AND THE INSTALLATION OF THE RE-PURPOSED CHILLER CH-1. TO MINIMIZE DOWN DOWNTIME FOR THE CONVENTION CENTER, CHILLER CH-2 WILL BE RECONNECTED AND RESTARTED ONCE THE REPLACEMENT CH-1 HAS BEEN MOVED PAST IT TO ITS INSTALLATION LOCATION AND PRIOR TO RECONNECTING CH-1. ALL EXISTING CONTROLS TO BE RECONNECTED AS NECESSARY TO MAKE THE UNIT FUNCTIONAL. LIMIT DOWN TIME FOR CH-2 TO 48 HOURS.

THE REPLACEMENT CHILLER, CH-1, IS BEING RE-PURPOSED FROM THE FORMER MOBILE CIVIC CENTER. THE RE-PURPOSED CHILLER IS BEING STORED AT THE CITY OF MOBILE AUTO BODY SHOP LOCATED AT 901 KELLY STREET. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR TRANSPORTING THE RE-PURPOSED CHILLER FROM THE AUTO BODY SHOP TO THE CONVENTION CENTER FOR INSTALLATION. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR VISITING THE AUTO BODY SHOP AND REVIEWING THE CONDITION OF THE RE-PURPOSED CHILLER AND PREPARING IT FOR TRANSPORTATION AS WELL AS MODIFYING ALL PIPING AND ELECTRICAL CONNECTIONS NECESSARY FOR INSTALLATION AT THE CONVENTION CENTER. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF THE EXISTING NON-FUNCTIONING CHILLER. ANY REFRIGERANT PRESENT IN THE NON-FUNCTIONING CHILLER SHALL BE RECOVERED AND DISPOSED OF PROPERLY.

ONCE THE RE-PURPOSED CHILLER HAS BEEN INSTALLED, THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NEW CONTROL SENSORS REQUIRED FOR THE CHILLER'S ONBOARD CONTROLS TO OPERATE THE CHILLER. THE CHILLER CH-1, SHALL BE INTEGRATED INTO THE BUILDING CONTROLS SYSTEM (BAS). THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY CONDUIT, WIRING, INTERFACE BOARDS, AND SENSORS FOR THE CONVENTION CENTER'S BAS SYSTEM TO MONITOR THE CHILLER.

THE SECOND PORTION OF WORK FOR THIS PROJECT IS TO INSTALL VFD'S ON THE THREE CHILLED WATER PUMPS AND THREE CONDENSER WATER PUMPS ADJACENT TO THE CHILLERS. THE CONTRACTOR WILL PROVIDE AND INSTALL THE "ABB" VFD'S FOR THE PROJECT. THE NEW VFD'S ARE TO BE LOCATED ADJACENT TO THE EXISTING PUMP DISCONNECTS. THE CONTRACTOR SHALL MODIFY THE CONDUIT RACEWAYS AND WIRING AS NECESSARY TO ACCOMMODATE THE INSTALLATION OF THE NEW DRIVES. THE CONTRACTOR SHALL COORDINATE INTERLOCKING THE CONVENTION CENTER (BAS) CONTROL SYSTEM INTO THE NEW VFD'S FOR MONITORING AND CONTROL. THE NEW VFD'S SHALL BE PROVIDED WITH BYPASSES.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE TURNING OFF AND TURNING ON OF ANY EQUIPMENT IN HVAC SYSTEM REQUIRED TO ACCOMMODATE THE CHILLER REPLACEMENT, INCLUDING BUT NOT LIMITED TO THE CONDENSER AND CHILLED WATER PUMPS, CHILLER CH-1, AND THE COOLING TOWER. RESTARTING ALL EQUIPMENT SHALL BE PERFORMED BY FACTORY AUTHORIZED TECHNICIANS. COORDINATION FOR A SUITABLE TIME FOR TURNING EQUIPMENT OFF MUST BE COORDINATED WITH THE OWNER AND THE CITY OF MOBILE MECHANICAL MAINTENANCE DEPARTMENT.

## MECHANICAL GENERAL NOTES:

1. INSTALL ALL WORK IN COMPLIANCE WITH THE LOCAL AUTHORITY HAVING JURISDICTION, THE 2021 INTERNATIONAL MECHANICAL CODE, AND THE 2013 ASHRAE 90.1 ENERGY CONSERVATION CODE.
2. COORDINATE ALL ELECTRICAL REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR PRIOR TO BEGINNING ANY WORK.
3. ANY NEW EQUIPMENT PROVIDED AND INSTALLED ON THIS PROJECT SHALL MEET OR EXCEED THE MINIMUM EFFICIENCY REQUIREMENTS INDICATED IN THE SCHEDULE.
4. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL MECHANICAL EQUIPMENT LOCATIONS AND BE RESPONSIBLE FOR ALL RELATED CLEARANCES IN THE FIELD. PROVIDE CLEARANCE IN FRONT OF ALL ELECTRICAL PANELS PER NATIONAL ELECTRIC CODE REQUIREMENTS.

## GENERAL PIPING NOTES:

1. BUTTERFLY VALVES SHALL BE RATED AT A MINIMUM OF 150 PSIG WOG AND SHALL PROVIDE BUBBLETIGHT SHUTOFF. VALVES SHALL HAVE LUG STYLE CAST IRON BODY, ALUMINUM BRONZE DISC, 416 STAINLESS STEEL STEM, EPDM SLEEVES, SEATS AND O-RINGS, AND LEVER OPERATOR. VALVES SHALL BE SUITABLE FOR DEAD END SERVICE AND SHALL BE MILWAUKEE 'M' SERIES, OR EQUAL BY KITZ OR HAMMOND.
2. ALL BALL VALVES, INCLUDING THOSE USED FOR DRAIN/BLOWDOWN VALVES, GAGE, AIR VENT, COLD WATER MAKE-UP, CHEMICAL TREATMENT AND EXPANSION TANK SERVICE SHALL BE BRONZE BODY, THREADED ENDS, ALL STAINLESS STEEL TRIM AND STAINLESS STEEL LATCH-LOCK HANDLE, MILWAUKEE 20BSOR-02-LL, OR EQUAL BY KITZ OR HAMMOND.
3. ALL TAPS FOR P/T PORTS, GAGES, DIFFERENTIAL PRESSURE SWITCHES, DRAIN VALVES ETC. SHALL BE MADE WITH FORGED STEEL THREDOLETS OR WELDED REDUCING TEE IN PIPING SIZE 2 1/2" AND LARGER, GALVANIZED MALLEABLE IRON SCREWED REDUCING TEE IN STEEL PIPING SIZE 2" AND SMALLER, AND SOLDERED TEES IN COPPER PIPING. MOUNT P/T PORTS IN VERTICAL POSITION.
4. ALL GAGE (INTERIOR), AIR VENT, DRAIN VALVE, STRAINER BLOWDOWN AND DIFFERENTIAL PRESSURE CONNECTION PIPING SHALL BE SCREWED BRASS PIPE. AIR VENT DISCHARGE PIPING MAY BE HEAVY WALL SOFT COPPER TUBING IF RUN STRAIGHT AND PERPENDICULAR TO BUILDING LINES AND PROPERLY SUPPORTED AT REGULAR INTERVALS.
5. PRESSURE/TEMPERATURE TEST PORTS SHALL BE BRASS BODY 1/4" MPT WITH DUAL NORDEL SEALS AND BRASS CAP W/RETAINER STRAP, FLOW DESIGN INC. SUPERSEAL. PROVIDE 2-3/4" LENGTH FOR INSULATED PIPING AND 1-1/4" LENGTH FOR NON-INSULATED PIPING. MOUNT P/T PORTS IN VERTICAL POSITION ACCESSIBLE FOR EASY INSERTION OF TEMPERATURE AND PRESSURE MEASURING DEVICES.
6. THE USE OF BUSHINGS AND CLOSE NIPPLES FOR THREADED CONNECTIONS OF ANY KIND IS NOT ALLOWABLE.
7. PROVIDE AUTOMATIC AIR VENTS AT ALL HIGH POINTS IN PIPING AND ELSEWHERE AS INDICATED, SEE TYPICAL DETAILS.
8. SUPPORT PIPING FROM GROUND WITH GALVANIZED STEEL SCHEDULE 40 PIPE STANDS PRIOR TO FINAL CONNECTION TO PUMPS SUCH THAT NO PIPING WEIGHT IS CARRIED BY PUMP CONNECTIONS.
9. ALL IRREGULAR SHAPED CHILLED WATER SYSTEM ACCESSORIES SUCH AS AIR SEPARATOR, EXPANSION TANK, CHILLED WATER PUMPS, ETC. SHALL BE INSULATED WITH TWO LAYERS OF ONE INCH THICK ARMAFLEX AND SHALL BE PAINTED WITH TWO COATS OF ELASTOMERIC PAINT.
10. MECHANICAL CONTRACTOR SHALL INSTALL THRED-O-LETS FOR DDC TEMPERATURE WELLS WHERE INDICATED ON PLANS AND WHERE DIRECTED BY ENGINEER AND DDC CONTRACTOR.
11. MECHANICAL CONTRACTOR SHALL VERIFY EXISTING CHILLED WATER PIPING SUPPLY / RETURN AS THE PIPING ENTERS THE MECHANICAL ROOM PRIOR TO START OF CONSTRUCTION BASED ON PRESSURE DROP / TEMPERATURE THROUGH EXISTING EQUIPMENT.
12. CHILLED WATER PIPING SHALL BE INSULATED WITH 1" THICK, OWENS CORNING FOAMGLAS WITH AN ASJ JACKET. INSTALL INSULATION PER MANUFACTURERS RECOMMENDATIONS.

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St Joseph Street
Suite 1700
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL MECHANICAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNTIL SIGNED

THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

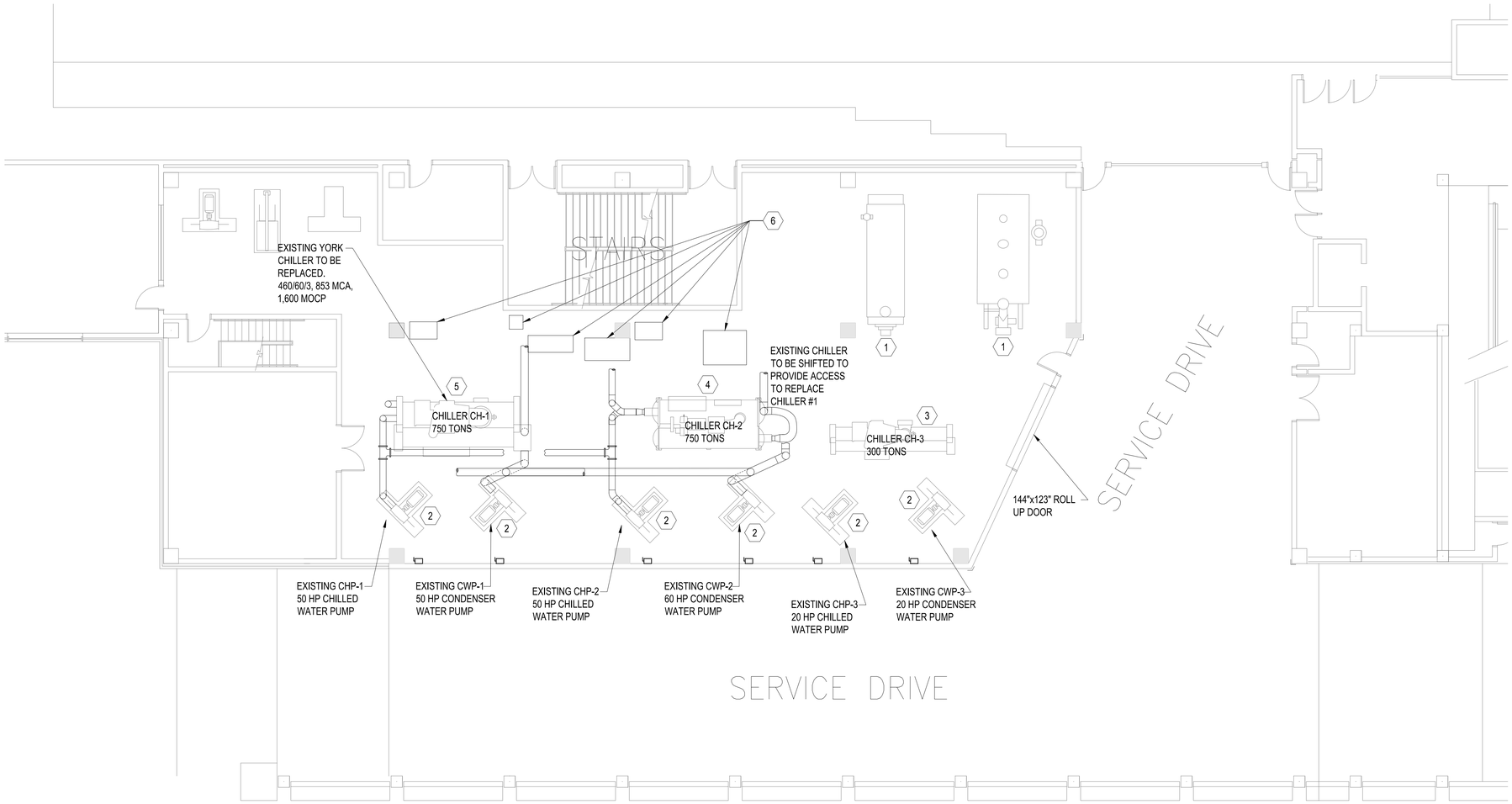
SHEET TITLE:
MECHANICAL
NOTES & AND DETAILS

SHEET NUMBER:
M1.0

SHEET SIZE 36"x24"

## SHEET NOTES

1. EXISTING BOILER TO REMAIN. NO WORK REQUIRED.
2. EXISTING PUMP TO REMAIN. CONTRACTOR SHALL INSTALL A VARIABLE FREQUENCY DRIVE (VFD) ON THIS PUMP. THE VFD IS TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR. COORDINATE CONNECTION OF THE BUILDING HVAC CONTROLS (BAS) SYSTEM TO THE NEW VFD WITH THE CITY MAINTENANCE DEPARTMENT. REFERENCE ELECTRICAL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS. ALL ELECTRICAL WORK SHALL BE PER THE LATEST NEC REQUIREMENTS.
3. EXISTING CHILLER, CH-3. NO WORK REQUIRED.
4. EXISTING CHILLER, CH-2, TO BE DISCONNECTED FROM ITS POWER SUPPLY, ANY NECESSARY CONTROLS, CONDENSER WATER PIPING CONNECIONS, AND CHILLED WATER CONNECTIONS TO ALLOW FOR IT TO BE MOVED TO THE WEST APPROXIMATELY 20" TO 24" TO ALLOW FOR THE CHILLED BEING REPLACED TO PASS BESIDE IT.
5. DISCONNECT EXISTING CHILLED WATER, CONDENSER WATER, AND MAKE-UP WATER CONNECTIONS FROM THE CHILLER. PREPARE THE PIPING AS NECESSARY FOR RECONNECTION TO THE NEW RE-PURPOSED CHILLER. CONTRACTOR SHALL MODIFY THE EXISTING PIPING AS NECESSARY FOR RECONNECTION TO THE NEW CHILLER. CONTRACTOR SHALL FIELD VERIFY PIPING CONNECTION LOCATIONS AND CONNECT AS REQUIRED.
6. EXISTING ELECTRICAL/MECHANICAL EQUIPMENT TO REMAIN.




N

# 1 OVERALL EXISTING MECHANICAL PLAN

8' 0' 8' 16'

SCALE: 1/8"=1'-0"

SHEET SIZE 36"x24"


Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717-E
61 St Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smithengus


ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021

REVISIONS:

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNLESS SIGNED


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

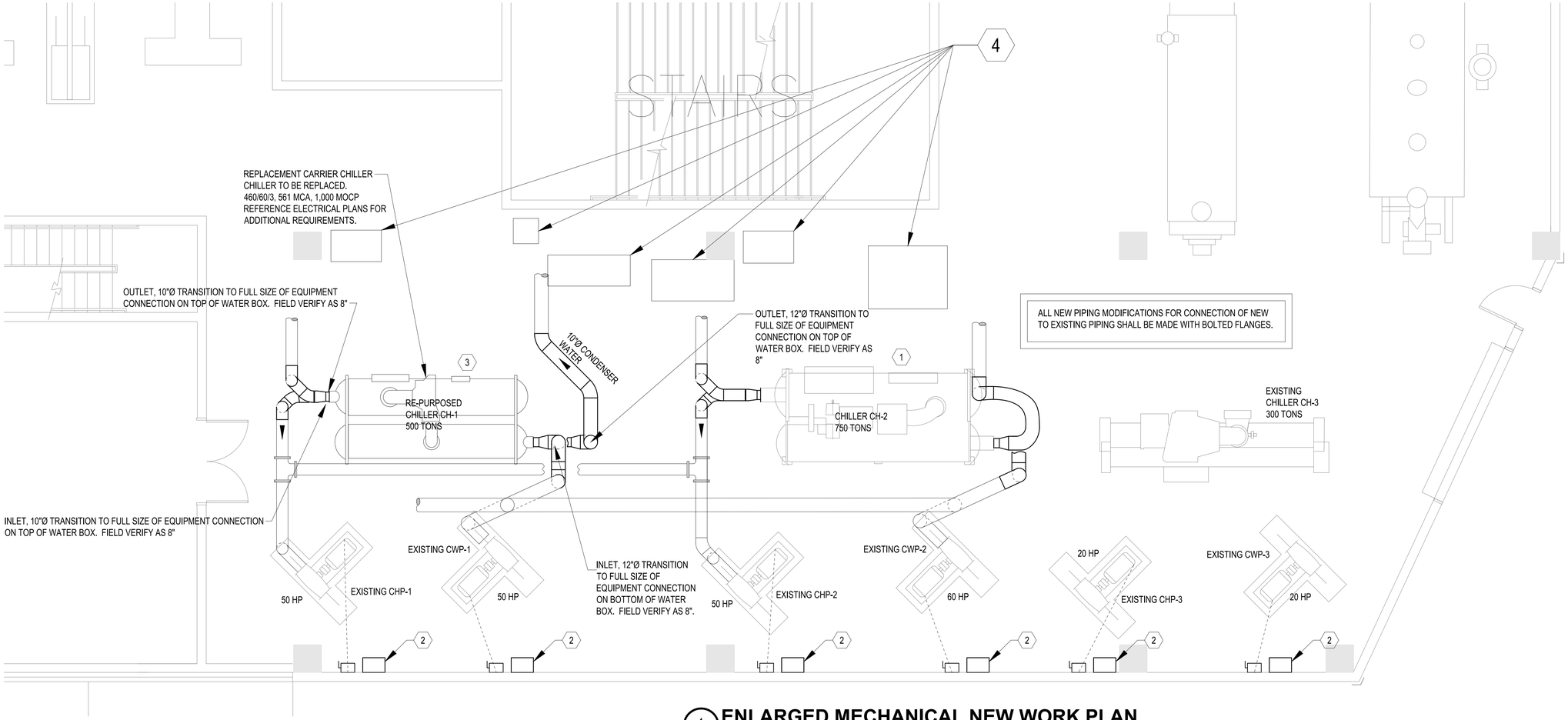

SHEET TITLE:
OVERALL EXISTING MECHANICAL PLAN

SHEET NUMBER:
M2.0

## SHEET NOTES

1. EXISTING CHILLED WATER, CONDENSER WATER, AND MAKE-UP WATER PIPING TO BE DISCONNECTED FROM CHILLER AS NECESSARY TO SHIFT THE CHILLER. COORDINATE DISCONNECTION OF POWER AND CONTROLS AS NECESSARY TO ACCOMMODATE THE RELOCATION. IT IS EXPECTED THIS CHILLER WILL BE RECONNECTED AND MADE FUNCTIONAL PRIOR TO COMPLETING THE INSTALLATION OF CH-1. THIS WILL BE DONE IN AN EFFORT TO MINIMIZED DOWN TIME FOR THE CONVENTION CENTER COOLING SYSTEM. A TEMPORARY 750 TON CHILLER IS NOT REQUIRED FOR THIS PROJECT UNLESS THE MOVEMENT AND RECONNECTION OF CH-2 WILL TAKE LONGER THAN 48 HOURS. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS AND PIPING CONNECTIONS TO THIS CHILLER. IT IS EXPECTED THAT ALL PIPING REQUIRED FOR REMOVAL TO ACCOMMODATE THE MOVING OF THE CHILLER WILL BE AT FLANGED AND BOLTED LOCATIONS. CUTTING AND WELDING OF PIPING IS NOT EXPECTED TO BE REQUIRED. ANY COMPONENTS DAMAGED OR BROKEN DURING THE MOVEMENT OF THIS EQUIPMENT SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS EXPENSE. IF ANYTHING IS DAMAGED OR BROKEN BEFORE WORK STARTS, THE CONTRACTOR SHALL POINT IT OUT TO THE CITY MECHANICAL MAINTENANCE PERSONNEL AND ENGINEER.
2. NEW VFD PROVIDED AND INSTALLED BY THE CONTRACTOR. SEE ELECTRICAL PLANS FOR ADDITIONAL REQUIREMENTS. NEW VFD'S SHALL BE "ABBD" ACH580 SERIES WITH BYPASS. DRIVES SHALL BE INSTALLED PER SPECIFIC MANUFACTURER'S RECOMMENDATIONS.
3. RE-PURPOSED NOMINAL 500 TON CHILLER, CH-1. MODIFY EXISTING CHILLED AND CONDENSER WATER PIPING AS NECESSARY FOR CONNECTION TO CHILLER. FIELD VERIFY A SUITABLE LOCATION FOR CONNECTION OF NEW TO EXISTING PIPING. TRANSITION AND OFFSET PIPING AS NECESSARY TO MEET NEW CONNECTION LOCATIONS. FIELD VERIFY CONNECTIONS AS 8"Ø FOR BOTH THE CONDENSER AND CHILLED WATER. PROVIDE FLANGED CONNECTIONS AT INTERFACE BETWEEN NEW AND EXISTING PIPE. BALANCE CHILLED AND CONDENSER WATER FLOWS THROUGH THE CHILLER TO MEET THE ORIGINAL EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
4. EXISTING ELECTRICAL/MECHANICAL EQUIPMENT TO REMAIN.

NOTE:
THE REPURPOSED CHILLER FROM THE CIVIC CENTER HAS A NITROGEN HOLDING CHARGE. THE CONTRACTOR IS RESPONSIBLE FOR PURGING THE CHILLER AND CHARGING IT WITH R-134A. THE NAME PLATE INDICATES THE CHILLER WILL REQUIRE 1,178 LBS.




## 1 ENLARGED MECHANICAL NEW WORK PLAN

4' 0' 4' 8'
SCALE: 1/4"=1'-0"

SHEET SIZE 36"x24"


Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717-E
61 St Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us


ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNLESS SIGNED


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

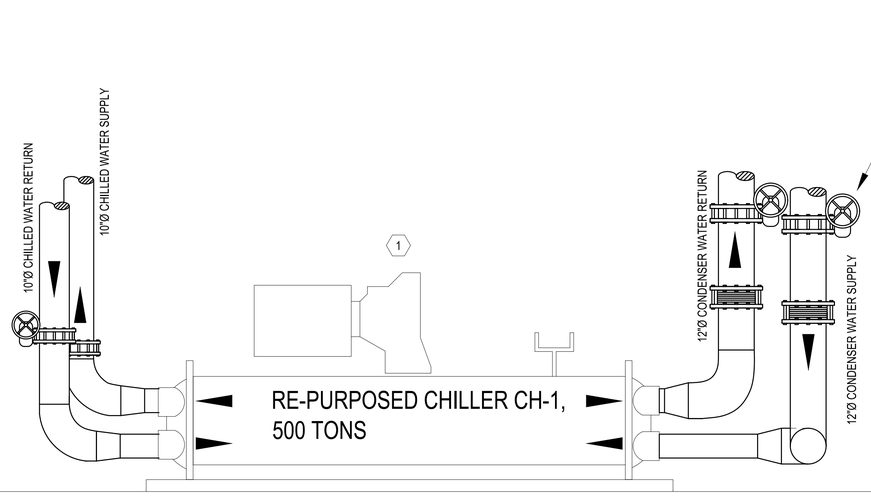

SHEET TITLE:
ENLARGED MECHANICAL NEW WORK PLAN

SHEET NUMBER:
M3.0

## SHEET NOTES

1. THE RE-PURPOSED 500 TON CHILLER IS REPLACING THE EXISTING 750 TON CHILLER. THE RE-PURPOSED CHILLER BEING INSTALLED IS A 500 TON CHILLER AND WILL NOT MATCH THE EXISTING PIPING CONNECTIONS EXACTLY, BUT THE CONNECTIONS ARE SIMILAR WITH RESPECT TO THE CONFIGURATION ON THE CHILLER. THE CONTRACTOR SHALL OFFSET AND TRANSITION THE EXISTING CHILLED AND CONDENSER WATER PIPING CONNECTIONS AS NECESSARY TO MEET THE CONNECTION LOCATIONS ON THE CHILLER. THE ISOLATION BUTTERFLY VALVES ADJACENT TO THE CHILLER (FOUR) ARE TO BE REPLACED NEW. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO BE ABLE TO ACCOMPLISH THE REPLACEMENT OF THE VALVES INCLUDING DRAINING AND REFILLING THE WATER SYSTEMS AS NECESSARY. TRANSITION THE EXISTING PIPING TO THE CONNECTION SIZES ON THE CHILLER WITHIN 24" OF THE CONNECTION. THE CHILLED WATER PIPING SHALL BE RE-INSULATED TO MATCH THE EXISTING INSULATION AND JACKETING. FIELD VERIFY EXISTING PIPING SIZES AND CONNECTION SIZES. LABEL NEW PIPING WITH SERVICE AND DIRECTIONS.

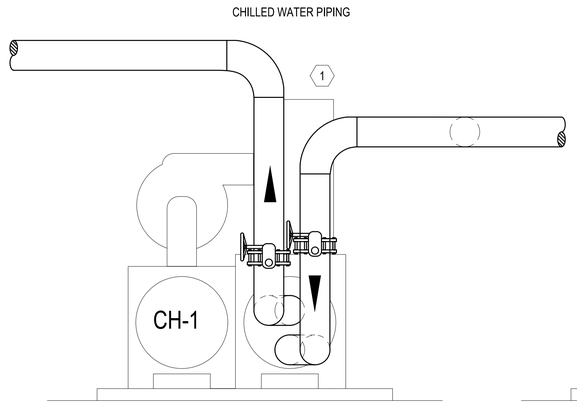
PIPING ARRANGEMENTS AND VALVES ARE APPROXIMATE. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK.




1 **CHILLER CH-1, ELEVATION PIPING PLAN**

2' 0' 2' 4'

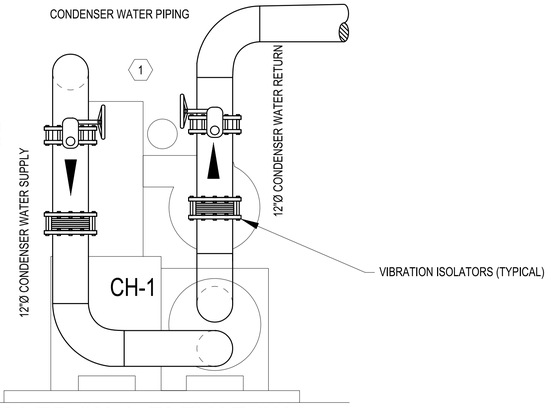
SCALE: 1/2"=1'-0"




2 **CHILLER CH-1, ELEVATION CHILLED WATER PIPING PLAN**

2' 0' 2' 4'

SCALE: 1/2"=1'-0"




3 **CHILLER CH-1, ELEVATION CONDENSER WATER PIPING PLAN**

2' 0' 2' 4'

SCALE: 1/2"=1'-0"

SHEET SIZE 36"x24"


Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us


ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25

1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021

REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNTIL SIGNED


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

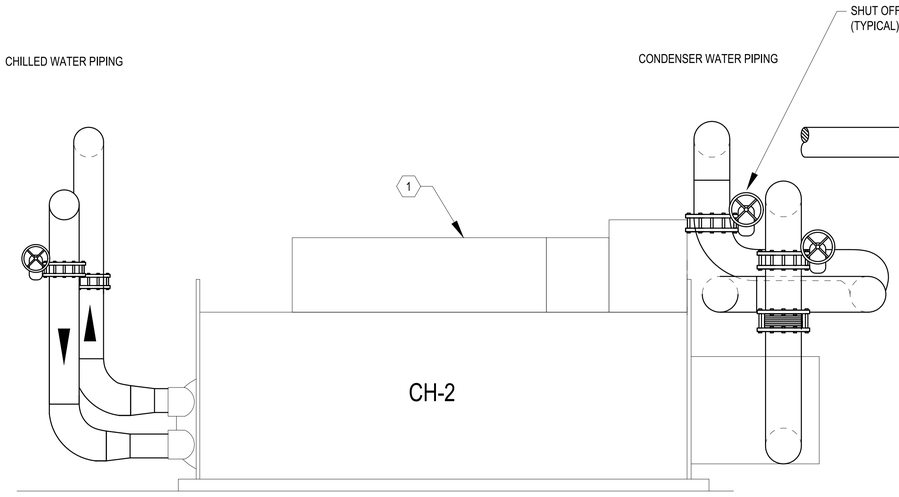

SHEET TITLE:
MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-1

SHEET NUMBER:
M4.0

## SHEET NOTES

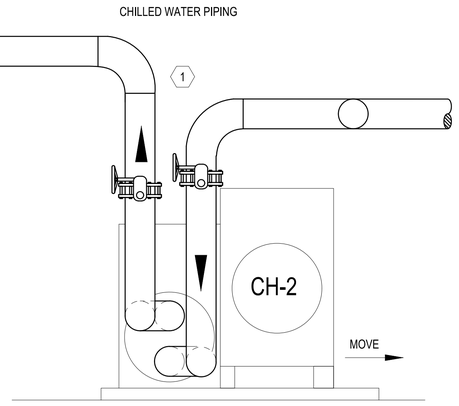
1. EXISTING CHILLER, CH-2, TO BE MOVED TO ACCOMMODATE THE INSTALLATION OF CHILLER, CH-1. CONTRACTOR SHALL ISOLATE THE CHILLED WATER AND CONDENSER WATER PIPING AS WELL AS THE MAKE-UP WATER PIPING. DISCONNECT THE PIPING AS NECESSARY TO ALLOW FOR THE LATERAL MOVEMENT OF THE CHILLER 18"-24" . THE EXISTING CHILLED AND CONDENSER WATER VALVES (FOUR) ARE TO BE CLEANED ON THE EXPOSED SIDE AND A FULL MAINTENANCE ON THE GEAR DRIVE IS TO BE PERFORMED. CONTRACTOR SHALL DISCONNECT ALL MAKE UP WATER CONNECTIONS, POWER, AND CONTROLS CONNECTIONS AS NECESSARY TO ALLOW FOR THE SHIFTING OF THE CHILLER. ONCE THE CHILLER BEING REPLACED HAS BE MOVED PAST CH-2, THE CONTRACTOR SHALL RECONNECT CH-2 AND GET IT FUNCTIONING BEFORE COMMENCING WITH THE WORK TO COMPLETE THE INSTALL OF CHILLER, CH-1. ANY CHILLED WATER PIPING INSULATION THAT IS DAMAGED DURING THE SHIFTING OF THE CHILLER SHALL BE REPLACED NEW WITH MATCHING INSULATION AND JACKETING. CONTRACTOR SHALL APPLY NEW SERVICE AND DIRECTIONAL ARROWS. CONTRACTOR SHALL SEE ELECTRICAL PLANS FOR ADDITIONAL REQUIREMENTS. CONTRACTOR SHALL FIELD VERIFY ALL CONNECTIONS THAT NEED TO BE DISCONNECTED AND INCLUDE THE WORK REQUIRED FOR THAT IN THEIR BID. THE FLEXIBLE CONNECTORS BETWEEN THE VALVES AND THE CHILLER CONNECTIONS SHALL BE REPLACED NEW. FIELD VERIFY ACTUAL SIZE AND CONNECTION REQUIREMENTS AND PROVIDE ACCORDINGLY.

PIPING ARRANGEMENTS AND VALVES ARE APPROXIMATE. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK.



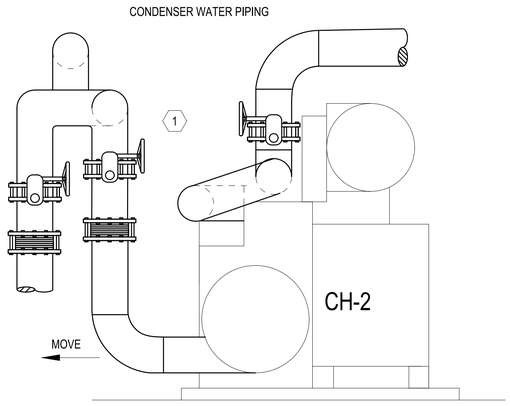

### 1 CHILLER CH-2, ELEVATION PIPING PLAN

2' 0' 2' 4'
SCALE: 1/2"=1'-0"




### 2 CHILLER CH-2, ELEVATION CHILLED WATER PIPING PLAN

2' 0' 2' 4'
SCALE: 1/2"=1'-0"




### 3 CHILLER CH-2, ELEVATION CONDENSER WATER PIPING PLAN

2' 0' 2' 4'
SCALE: 1/2"=1'-0"

SHEET SIZE 36"x24"


Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717-E
61 St Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us


ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 24744 PROFESSIONAL ENGINEER ROGER J. SMITH
9/5/2025
NOT VALID UNLESS SIGNED


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.


SHEET TITLE:
MECHANICAL PIPING ELEVATION AND DETAIL FOR CH-2

SHEET NUMBER:
M4.1

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
JaguarEngineers@Yahoo.Com

# ELECTRICAL LEGEND

POWER EQUIPMENT:

- DISCONNECT SWITCH (NON-FUSED) (HEAVY DUTY FOR OUTDOOR USE)
- DISCONNECT SWITCH (FUSED AS INDICATED) (HEAVY DUTY FOR OUTDOOR USE)
- VARIABLE FREQUENCY DRIVE: WITH INTEGRAL DISCONNECT AND SIZE AS INDICATED.

MISCELLANEOUS EQUIPMENT:

- ELECTRICAL TERMINATION TO EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)

WIRING:

- CIRCUIT WIRING (2#12, 1#12G, 3/4"C., UNLESS OTHERWISE NOTED). (TICK MARKS DESIGNATE QUANTITY OF HOT/NEU CONDUCTORS)
- 2DP-XX CIRCUIT HOME RUN TO THE INDICATED PANELBOARD. (2#12, 1#12G, 3/4" C., UNLESS OTHERWISE NOTED)
- LV LOW VOLTAGE CABLING NOT ROUTED IN CONDUIT. (SEE MANUFACTURER'S SPECIFICATIONS FOR WIRE TYPE)

IDENTIFICATION:

- HPU 1 IDENTIFICATION TAG: MECHANICAL EQUIPMENT. (SEE SCHEDULES FOR MORE INFORMATION)
- 2DP IDENTIFICATION TAG: ELECTRICAL DISTRIBUTION. (SEE SCHEDULES FOR MORE INFORMATION)

# ELECTRICAL SPECIFICATIONS

1. GENERAL ELECTRICAL:
   - 1.1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ELECTRICAL SYSTEM AS INDICATED WITHIN THESE DRAWINGS. ALL WORK SHALL BE INSTALLED IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES AND WITH MANUFACTURER'S RECOMMENDATIONS.
   - 1.2. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS PRIOR TO SUBMITTING HIS BID. THE CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND CONNECT ALL ITEMS AS INDICATED ON THE DRAWINGS.
   - 1.3. THE ARCHITECT SHALL BE NOTIFIED OF ANY CONFLICTS, OR INTERFERENCES THAT OCCUR BETWEEN INDIVIDUAL DRAWINGS.
   - 1.4. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN A NEAT, FIRST CLASS, WORKMANLIKE MANNER, TO THE APPROVAL OF THE ARCHITECT/ENGINEER AND GOVERNING AUTHORITIES.
   - 1.5. IN ADDITION TO THE MANUFACTURERS STANDARD GUARANTEES, THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT AND WORKMANSHIP AGAINST DEFECTS FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND SHALL CORRECT ANY DEFECTS AT NO ADDITIONAL COST TO THE OWNER. ALL LAMPS SHALL BE GUARANTEED FOR 30 DAYS AFTER ACCEPTANCE.
   - 1.6. THE LOADS SHOWN FOR APPLIANCES AND EQUIPMENT ARE BASED ON DESIGN INFORMATION. THE CONTRACTOR SHALL VERIFY ALL APPLIANCE LOADS PRIOR TO RUNNING THE CIRCUIT. THE MINIMUM CIRCUIT REQUIREMENTS SHALL BE BASED ON THE APPLIANCE NAMEPLATE VALUE OR CODE REQUIREMENTS, WHICHEVER IS MORE STRINGENT. ADDITIONAL COMPENSATION SHALL NOT BE ALLOWED FOR APPLIANCE MODIFICATIONS BY THE CONTRACTOR.
   - 1.7. PRIOR APPROVAL: PRIOR APPROVAL SHALL BE REQUIRED FOR ANY MANUFACTURER OTHER THAN THOSE LISTED FOR ALL SPECIFIED ITEMS IN THESE DRAWINGS. SUBMIT ALL REQUESTS FOR PRIOR APPROVAL 2 WEEKS PRIOR TO BID OPENING. ENGINEER'S APPROVAL WILL BE IN THE FORM OF AN ADDENDUM.
2. CODES & STANDARDS:
   - 2.1. INSTALLATION AND MATERIALS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE FOLLOWING CODES & STANDARDS:
     - 2.1.1. NATIONAL ELECTRICAL CODE.
     - 2.1.2. NFPA 72. NATIONAL FIRE PROTECTION CODE.
     - 2.1.3. INTERNATIONAL BUILDING CODE.
     - 2.1.4. INTERNATIONAL ENERGY CONSERVATION CODE.
     - 2.1.5. NFPA 101.
     - 2.1.6. ADA .
     - 2.1.7. ANSI.
     - 2.1.8. NEMA.
     - 2.1.9. OSHA.
     - 2.1.10. UL.
3. ALTERATIONS & ADDITIONS TO EXISTING WORK:
   - 3.1. PROVIDE ALL NECESSARY ADDITIONS AND ALTERATIONS TO EXISTING WORK AS REQUIRED TO PROVIDE AND MAINTAIN A COMPLETE AND PROPER ELECTRICAL INSTALLATION.
   - 3.2. AS NECESSARY, RELOCATE EXISTING ELECTRICAL WORK SO OTHER TRADES CAN PURSUE THEIR WORK.
   - 3.3. MAINTAIN POWER TO EXISTING PORTIONS OF BUILDINGS FED FROM OR THROUGH AREA IN SCOPE OF THIS CONTRACT.
   - 3.4. COORDINATE ALL REQUIRED OUTAGES WITH OWNER.
4. BASIC MATERIALS & METHODS:
   - 4.1. ALL POWER AND DISTRIBUTION CABLING SHALL BE COPPER TYPE THWN/THHN.
   - 4.2. ALL ELECTRICAL EQUIPMENT, DEVICES, ETC. LOCATED OUTDOORS SHALL BE WEATHERPROOF.
   - 4.3. CONDUIT ROUTINGS AND DEVICE/EQUIPMENT LOCATIONS SHOWN ARE DIAGRAMMATIC ONLY, CONTRACTOR SHALL FIELD ROUTE AND LOCATE AS REQUIRED. CONDUIT ROUTINGS SHALL BE PARALLEL OR PERPENDICULAR TO BUILDING LINES.
   - 4.4. COORDINATE ALL ELECTRICAL WORK WITH OTHER TRADES AND STRUCTURAL COMPONENTS.
   - 4.5. THE CONDUIT MATERIAL SHALL BE AS FOLLOWS:
     - 4.5.1. ABOVE GRADE SUBJECT TO PHYSICAL ABUSE - RGS.
     - 4.5.2. ABOVE GRADE NOT SUBJECT TO PHYSICAL ABUSE OR WEATHER - EMT.
     - 4.5.3. INDOORS NOT SUBJECT TO PHYSICAL ABUSE - EMT. OR METAL CLAD CABLE(AS ALLOWED BY LOCAL AUTHORITY HAVING JURISDICTION).
     - 4.5.4. FINAL CONDUIT CONNECTIONS TO HEAT PUMPS, AIR HANDLERS, EXHAUST FANS, AND WATER HEATERS SHALL BE LFMC WHETHER INTERIOR OR EXTERIOR.
   - 4.6. CONDUIT FITTINGS SHALL BE AS FOLLOWS:
     - 4.6.1. EMT - <=2" USE STEEL SET SCREW WITH INSULATED THROATS FOR INTERIOR/ USE COMPRESSION FITTINGS WITH INSULATED THROATS FOR EXTERIOR, >2" USE SET-SCREW STEEL WITH INSULATED THROATS.
     - 4.6.2. RGS - THREADED GALVANIZED STEEL.
   - 4.7. ALL SIDEWALKS AND PARKING LOT ASPHALT AREAS THAT ARE CUT DUE TO NEW ELECTRICAL SERVICES SHALL BE REPAIRED TO MATCH EXISTING.
   - 4.8. ALL DIMENSIONS TO DEVICES AFF SHALL BE TO CENTERLINE UNLESS NOTED OTHERWISE.
   - 4.9. COORDINATE LOCATIONS OF ELECTRICAL EQUIPMENT, DEVICES, OUTLETS, FIXTURES, ETC,, WITH ARCHITECTURAL PLANS, ELEVATIONS AND REFLECTED CEILING PLANS PRIOR TO ROUGH-IN WORK.
5. GROUNDING & BONDING:
   - 5.1. PROVIDE AN INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS.
6. IDENTIFICATION:
   - 6.1. PROVIDE ENGRAVED 1"X3" PHENOLIC LABELS FOR ALL PANELBOARDS, SAFETY SWITCHES, TRANSFORMERS, CABINETS, ETC.
   - 6.2. PAINT THE RACEWAY SYSTEM COUPLINGS AND BOX COVERS ABOVE CEILINGS FOR THE FOLLOWING SYSTEMS AS FOLLOWS:
     - 6.2.1. 208 VOLT SYSTEMS - BLACK.
     - 6.2.2. 480 VOLT SYSTEMS - BROWN.
     - 6.2.3. AFTER PAINTING, WRITE THE CIRCUIT NUMBER (I.E. "LPA-34") ON ALL BRANCH CIRCUIT JUNCTION BOX COVERS ABOVE CEILING WITH WHITE MARKER.
7. SAFETY SWITCHES:
   - 7.1. GENERAL DUTY, VISIBLE BLADE, LOCKABLE, QUICK-MAKE/QUICK-BREAK, HORSEPOWER RATED, FUSED WHERE INDICATED.
   - 7.2. PROVIDE WITH GROUND LUG KIT.
   - 7.3. INTERIOR - NEMA 1.
   - 7.4. EXTERIOR - NEMA 3R.
   - 7.5. APPROVED MANUFACTURERS - SQUARE D, GENERAL ELECTRIC, CUTLER-HAMMER SIEMENS, EATON

# ABBREVIATIONS

| | |
|---|---|
| A | AMPS |
| AC | ABOVE COUNTER |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AHU | AIR HANDLING UNIT |
| AL | ALUMINUM |
| ARCH | ARCHITECT OR ARCHITECTURAL |
| ATS | AUTOMATIC TRANSFER SWITCH |
| AWG | AMERICAN WIRE GAUGE |
| BAS | BUILDING AUTOMATION SYSTEM |
| BFG | BELOW FINISHED GRADE |
| BKR | CIRCUIT BREAKER |
| BLDG | BUILDING |
| C | CONDUIT |
| C/B | CIRCUIT BREAKER |
| CKT | CIRCUIT |
| CT | CURRENT TRANSFORMER |
| CU | COPPER |
| DDC | DIRECT DIGITAL CONTROL |
| DEMO | DEMOLISH |
| ELEC | ELECTRICAL |
| EMGB | ELECTRICAL MAIN GROUNDING BUSBAR |
| EWC | ELECTRIC WATER COOLER |
| EMT | ELECTRICAL METALLIC TUBING |
| EQUIP | EQUIPMENT |
| FMC | FLEXIBLE METAL CONDUIT |
| FA | FIRE ALARM |
| FACP | FIRE ALARM SYSTEM CONTROL PANEL |
| FLA | FULL LOAD AMPS |
| GFCI | ROUND FAULT CIRCUIT INTERRUPTER |
| GND | GROUND |
| GEC | GROUNDING ELECTRODE CONDUCTOR |
| HH | HANDHOLE |
| HOA | HAND-OFF-AUTOMATIC |
| HP | HEAT PUMP OR HORSEPOWER |
| HVAC | HEATING, VENTILATION & AIR-CONDITIONING |
| JB | JUNCTION BOX |
| kAIC | KILO-AMPERE INTERRUPTING CAPABILITY |
| kCMIL | THOUSAND CIRCULAR MILS |
| LTG | LIGHTING |
| LFMC | LIQUID TIGHT FLEXIBLE METAL CONDUIT |
| LV | LOW VOLTAGE |
| MAX | MAXIMUM |
| MCA | MINIMUM CIRCUIT AMPACITY |
| MCC | MOTOR CONTROL CENTER |
| MCM | THOUSAND CIRCULAR MILS |
| MH | MANHOLE |
| MISC | MISCELLANEOUS |
| MLO | MAIN LUGS ONLY |
| MNT | MOUNTING HEIGHT |
| MTG | MOUNTING |
| MTS | MANUAL TRANSFER SWITCH |
| MV | MEDIUM VOLTAGE |
| N1 | NEMA 1 |
| N3R | NEMA 3R |
| N/A | NOT APPLICABLE |
| NEC | NATIONAL ELECTRICAL CODE |
| NEU | NEUTRAL |
| OCPD | OVERCURRENT PROTECTION DEVICE |
| OHE | OVERHEAD ELECTRIC |
| PNL | PANELBOARD |
| PWR | POWER |
| REC | RECEPTACLE |
| REQ | REQUIRED |
| RM | ROOM |
| RGS | RIGID GALVANIZED STEEL CONDUIT |
| RNC | RIGID NON-METALLIC CONDUIT |
| SA | SURGE ARRESTER |
| SCA | SHORT CIRCUIT AMPS |
| SPEC | SPECIFICATION |
| SWBD | SWITCHBOARD |
| SWGR | SWITCHGEAR |
| TVSS | TRANSIENT VOLTAGE SURGE SUPPRESSION |
| TYP | TYPICAL |
| UG | UNDERGROUND |
| UL | UNDERWRITERS' LABORATORIES |
| UPS | UNINTERRUPTIBLE POWER SUPPLY |
| V | VOLT |
| VA | VOLT-AMPERES |
| VAR | VOLT-AMPERES REACTIVE |
| VAV | VARIABLE AIR VOLUME UNIT |
| W | WATTS |
| WAO | WORK AREA OUTLET |
| WP | WEATHERPROOF |
| XFMR | TRANSFORMER |
| ϕ | PHASE |
| 72° | DEGREES |
| Δ | DELTA |
| Ω | OHMS |

SHEET SIZE 36"x24"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St. Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smithengus

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

| | |
|---|---|
| PROJECT NO: | 25-021 |
| REVISIONS: | |
| ISSUE DATE: | 09-05-2025 |

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 50660 CHRISTINA MARIE 09/05/2025

THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE.
UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

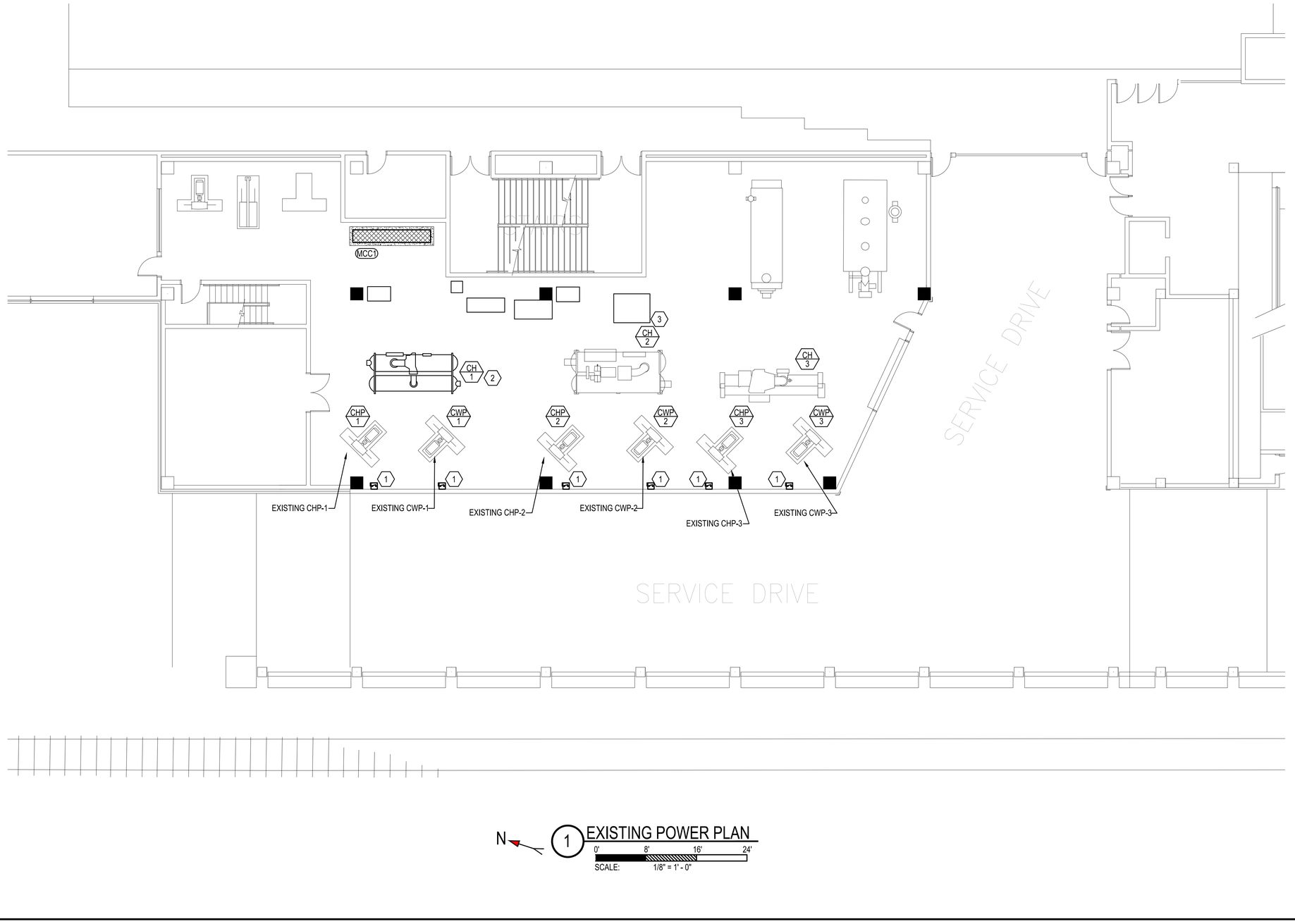
SHEET TITLE:
ELECTRICAL LEGEND & SPECIFICATIONS

SHEET NUMBER:
E1.0

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
JaguarEngineers@Yahoo.Com

## KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO DISCONNECT THE EXISTING CONDUIT AND WIRING FROM THIS EXISTING DISCONNECT SWITCH AND REMOVE TO THE MECHANICAL EQUIPMENT IT IS SERVING. SECURE THIS CONDUIT AND WIRING TO MODIFY AND RE-ROUTE IN THE NEW WORK PHASE.
2. THE ELECTRICAL CONTRACTOR IS TO DE-ENERGIZE, DISCONNECT AND SECURE THE EXISTING CONDUIT AND WIRING SERVING CHILLER "CH-1" FOR CONNECTION TO NEW MECHANICAL EQUIPMENT IN THE NEW WORK PHASE.
3. THE ELECTRICAL CONTRACTOR IS TO DE-ENERGIZE, DISCONNECT AND SECURE THE EXISTING CONDUIT AND WIRING SERVING CHILLER "CH-2" FOR RE-CONNECTION IN THE NEW WORK PHASE.




N

1 EXISTING POWER PLAN

0' 8' 16' 24'

SCALE: 1/8" = 1' - 0"

SHEET SIZE 36"x24"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St Joseph Street
Suite 1700
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

| PROJECT NO: | 25-021 |
|---|---|
| REVISIONS: | |
| ISSUE DATE: | 09-05-2025 |

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE

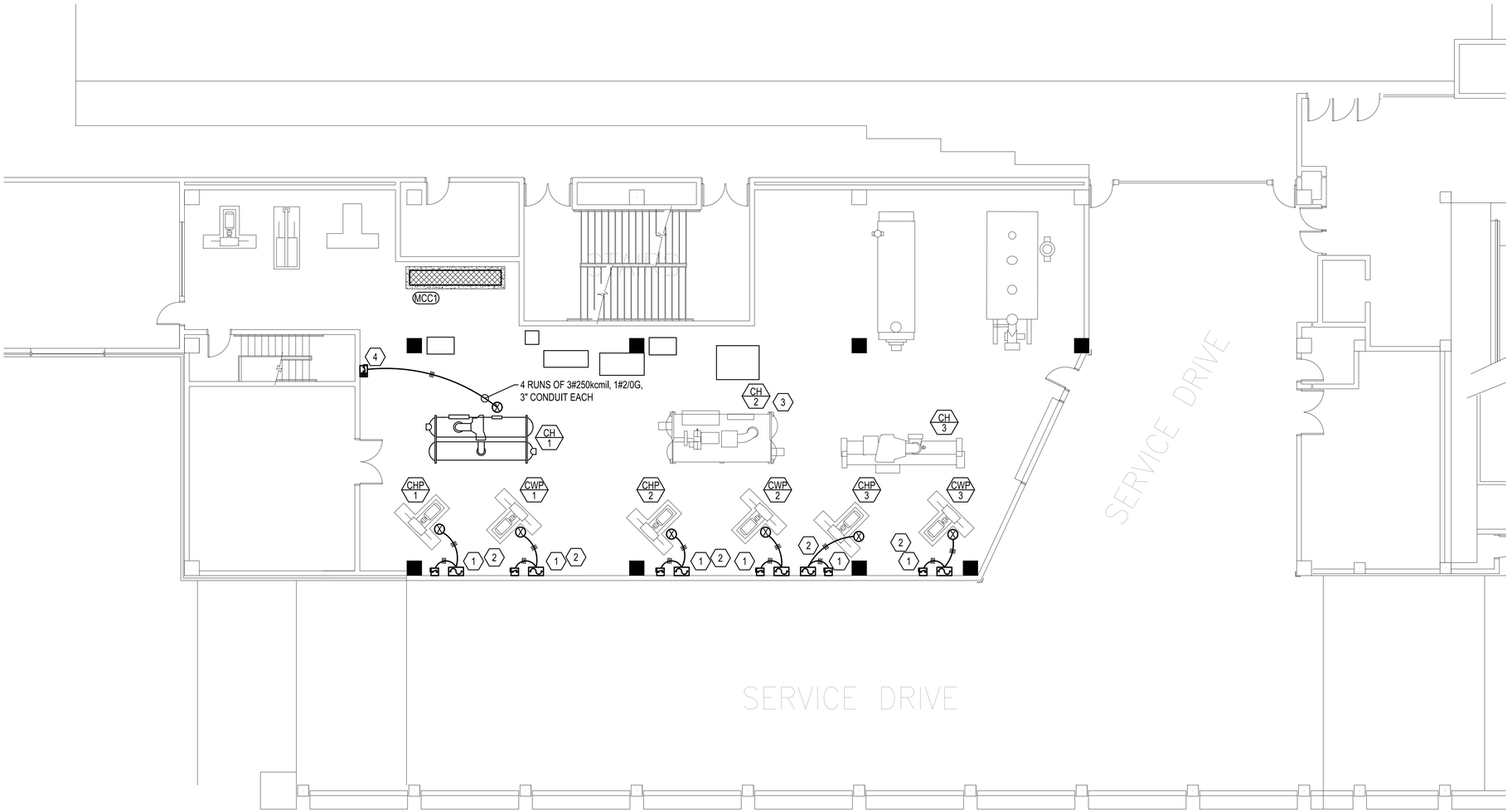
THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

SHEET TITLE:
ELECTRICAL EXISTING POWER PLAN

SHEET NUMBER:
E2.0

## KEY NOTES

1. THE ELECTRICAL CONTRACTOR IS TO MODIFY, EXTEND, AND/OR RE-ROUTE CONDUIT AND WIRING FROM THE EXISTING DISCONNECT SWITCH, NEW VFD, AND THE MECHANICAL EQUIPMENT IT SERVES.
2. THE ELECTRICAL CONTRACTOR IS TO COORDINATE WITH THE MECHANICAL CONTRACTOR THE INSTALLATION OF THE NEW VARIABLE FREQUENCY DRIVE, WHICH ARE PROVIDED BY MECHANICAL CONTRACTOR AND INSTALLED BY THE ELECTRICAL CONTRACTOR.
3. THE ELECTRICAL CONTRACTOR IS TO EXTEND THE EXISTING CONDUIT AND WIRING TO THIS MECHANICAL EQUIPMENT AND TERMINATE.
4. THE ELECTRICAL CONTRACTOR IS TO RE-ROUTE THE EXISTING FEEDERS SERVING CHILLER "CH-1" TO THIS NEW NEMA 3R 1200A FUSED DISCONNECT SWITCH (FUSED AT 1000A).




N

1 NEW WORK POWER PLAN

SCALE: 1/8" = 1' - 0"

0' 8' 16' 24'

SHEET SIZE 36"x24"


JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
JaguarEngineers@Yahoo.Com

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St Joseph Street
Suite 1700
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us


# ARTHUR R. OUTLAW CONVENTION CENTER
## MECHANICAL IMPROVEMENTS

PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED No. 50660 PROFESSIONAL ENGINEER CHRISTINA MARIE


THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.


SHEET TITLE:
ELECTRICAL NEW WORK POWER PLAN

SHEET NUMBER:
E2.1

JAGUAR CONSULTING
CHRISTINA MARIE P.E.
PE 50660 - ECA 50377
C: (251) 455-9189
JaguarEngineers@Yahoo.Com




DISCONNECT SWITCH/VFD LABEL

1) PLASTIC TAG WITH ENGRAVED LETTERING.
2) BLACK LETTERS WITH 1/2" AND 1/4" TEXT AND WHITE BACKGROUND.
3) SECURE TAG WITH STAINLESS STEEL SCREWS AND BEVEL EDGES.

## 1 TYPICAL LABELING DETAIL

## MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

| MARK | ITEM | VOLTAGE/Ø | MCA | LOAD | MEANS OF DISCONNECT | C/B TRIP (AMPS) | CIRCUIT | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Ø | GROUND | CONDUIT |
| CH-1 | CHILLER | 480/3 | 561 | 374kW | FDS | - | 4 RUNS OF 3#250 | 1#2/0 EA | 3"C EA |
| CHP-1 | CHILLED WATER PUMP | 208/3 | 180 | 50hp | VFD | - | 3#4/0 | 1#6 | 3"C |
| CWP-1 | CHILLED WATER PUMP | 208/3 | 180 | 50hp | VFD | - | 3#4/0 | 1#6 | 3"C |
| CHP-2 | CHILLED WATER PUMP | 208/3 | 180 | 50hp | VFD | - | 3#4/0 | 1#6 | 3"C |
| CWP-2 | CHILLED WATER PUMP | 208/3 | 213 | 60hp | VFD | - | 3#4/0 | 1#4 | 3"C |
| CHP-3 | CHILLED WATER PUMP | 208/3 | 75 | 20hp | VFD | - | 3#4 | 1#6 | 2"C |
| CWP-3 | CHILLED WATER PUMP | 208/3 | 75 | 20hp | VFD | - | 3#4 | 1#6 | 2"C |
| NOTES | N1=NEMA 1, N3R=NEMA 3R, SS=SAFETY SWITCH, C/B=SERVING C/B, TSM=MOTOR RATED TS | | | | | | | | |

SHEET SIZE 36"x24"

Smith Mechanical
Consulting & Design
ALABAMA CERTIFICATE OF AUTHORIZATION: CA-3717 E
61 St Joseph Street
Suite 1000
MOBILE, AL 36602
(251) 402-1364
ROGER J. SMITH, PE 24744
roger@smitheng.us

ARTHUR R. OUTLAW CONVENTION CENTER
MECHANICAL IMPROVEMENTS
PROJECT NO. CN-015-25
1 S WATER ST.
MOBILE, ALABAMA 36602

PROJECT NO: 25-021
REVISIONS:

ISSUE DATE: 09-05-2025

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 50660 CHRISTINA MARIE
09/05/2025

THIS DRAWING REPRESENTS DESIGNS PREPARED BY SMITH MECHANICAL CONSULTING AND DESIGN FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SMITH MECHANICAL CONSULTING AND DESIGN REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

SHEET TITLE:
ELECTRICAL DETAILS

SHEET NUMBER:
E3.0

# Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 9, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:** **NA**

**Clarifications:** **NA**

**Forms and Specifications:**

- Section 230000 - HVAC General Specification
- Section 230553 - HVAC Identification Specification
- Section 232113 - Hydronic Piping Specification

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. 230000 - HVAC General
2. 230553 - HVAC Identification
3. 232113 - Hydronic Piping

**END OF ADDENDUM NO. 1**

**1**

SECTION 230000 – HVAC GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the mechanical work as herein called for and shown on the drawings. The work shall include but shall not be limited to the following:

Provide all HVAC (Heating, Ventilating, and Air Conditioning) and associated controls systems for the project. Fully coordinate all mechanical requirements with work by other Divisions under this construction contract. All systems shall be complete and fully functional.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. Provisions of this section apply to work of all Division 23 sections.

C. Review all other contract documents to be aware of conditions affecting work herein.

1.3 Definitions:

A. Provide: Furnish and install, complete and ready for intended use.

B. Furnish: Supply and deliver to the project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for Division 23 work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Survey Data: Prior to commencing any work, the Contractor shall verify the accuracy of all survey data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, such items shall immediately be notified to the Architect/Engineer so that proper adjustments can be anticipated and ordered. Commencement by the Contractor of work shall be held as an acceptance of the data after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage,

unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated by the drawings, schedules, and the requirements of the specifications. Singular references shall not be construed as requiring only one device if multiple devices are shown on the drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.

C. Coordinate work in this division with all other trades in proper sequence to ensure that the total work is completed within contract time schedule and with minimum cutting and patching.

D. Locate all equipment, ductwork, piping, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined by code and manufacturer’s recommendations.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, ductwork, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor’s responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate piping, ductwork, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.9 Guarantee and Service:

A. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner. Manufacturer warranties do not relieve the Contractor of this responsibility.

B. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond or relieving Contractor of his responsibilities during guarantee period.

C. Contractor shall provide service of all new equipment during the guarantee period without additional expense to the Owner.

1.10 Approval Submittals:

A. Shop drawings, product literature, and other approved submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall not include items from more than one specification section in the same submittal package.

2. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control numbers, specification section, a list of products or item names with model numbers in the order they appear in the package, and spaces for approved stamps. A sample cover sheet is included at the end of this section.

3. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an “Approved” stamp with a signature and date on the cover sheet.

4. The electrical design shown on the drawings supports the mechanical equipment basis of design specifications at the time of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this change will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost. It is expected for this project that the electrical power requirements are generally limited to disconnect and reconnection of the circuits for the chilled water pumps. See plan notes for additional information and requirements.

B. Before ordering any materials or equipment, and within 30 days after the award of the contract, the Contractor shall submit to the Architect/Engineer one complete schedule showing the make, type, manufacturer's name and trade designation of all equipment.

1. This schedule shall be accompanied by the required number of copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Architect/Engineer may require.

2. When approved, such schedule shall be an addition to these specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

C. If the shop drawings show variation from the requirements of the contract documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

D. Review of shop drawings, descriptive literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Architect/Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, descriptive literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings and any other drawings called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

F. Submit product data after award of the contract and before any equipment or materials are purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

G. Coordinate with other divisions supplying equipment prior to submitting shop drawings.

H. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections listing manufacturers and “as-specified” or not. Each specification section shall be tabbed with equipment inserted.

1.11 Test Reports and Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, review the reports, and take corrective action within the scheduled contract time.

1.12 O&M Data Submittals: Submit Operations and Maintenance data as called for in other sections when a copy of approved submittals is included in the O&M Manual, only the final “Furnish as Submitted” or “Furnish as Corrected” copy shall be used. Contractor shall organize these later

in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

PART 2 - PRODUCTS

2.1 All materials shall be new or Owner-supplied reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2 Equipment and Materials:

A. Equipment and materials furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.

B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The label of the approving agency, such as UL, ASME, AHRI, or AMCA, by which a standard has been established for each particular item, shall be in full view.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer’s latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of the equipment are suitable for installation.

H. Model Numbers: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the drawings and specifications.

I. All equipment and material shall be manufactured and assembled in the United States.

2.3 Requests for Substitution:

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, that they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.

B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and, at bid time, the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be stated on the request.

C. Requests by the Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disabilities as certified by the Contractor.
3. Substantial cost advantage is offered to the Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

D. All requests for substitution shall contain a “Comparison Schedule” and clearly and specifically indicate any and all differences and omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but not limited to, data as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.
3. Thickness or gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance and rating data.

E. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor’s expense.

2.4 Prior Approval: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after award of the bid for equipment that has not be Prior Approved shall be subject to immediate rejection.

PART 3 - EXECUTION

3.1 Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2 Coordination:

A. The Contractor shall be responsible for full coordination of the mechanical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for piping, ductwork, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any mechanical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.

C. It shall be the Contractor's responsibility to verify all equipment such as valves, dampers, filters and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.

D. All connections to devices and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.

E. The Contractor shall protect equipment, material, and fixtures at all times during storage and construction. The Contractor shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

3.3 Interruption of Service: Before any equipment is shut down for disconnection or tie-ins,

arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.4 Phasing: Provide all required temporary valves, piping, ductwork, equipment and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.

3.5 Cutting and Patching: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.6 Equipment Setting: Bolt equipment directly to concrete pads or vibration isolators as required, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment.

3.7 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under the Division 23. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the Contractor.

3.8 Cleanup: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.

3.9 Startup and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, startup shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in startup check.

3.10 Climate Control: Operate heating and cooling systems as required after initial startup to maintain temperature and humidity conditions to avoid freeze damage and warping or sagging of ceilings and carpet. Operate ventilation systems as required after initial startup in coordination with interior building finishes. Provide and maintain temporary filter media at return air and exhaust air inlets as required to prevent circulation of construction dust / debris through ductwork, coils, and related system components; this filter media is in addition to construction filters protecting coils at air handling equipment.

3.11 Record Drawings:

A. During the progress of the work, the Contractor shall record on his field set of drawings the exact location, as installed, of all piping, ductwork, equipment, and other systems which are not installed exactly as shown on the contract drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.

3.12 Acceptance:

A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.

B. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed. The Contractor shall pay, at the Engineer's current billing rate, for additional field time required by the Engineer to report or check on previous punch list deficiencies.

C. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

D. Operation and Maintenance Manuals: Furnish complete manuals electronically and organized by system or section. Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring and control diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts lists for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturers' warranties.
7. Copies of test reports and verification submittals.

E. Control Diagrams: Frame under glass and mount on equipment room wall.

F. Test and Balance Report: Submit electronic copies. Report shall be submitted for review prior to Substantial Completion, unless otherwise required by Division 1.

G. Warranties: Submit copies of all manufacturers' warranties.

H. Record Drawings: Submit record drawings.

I. Acceptance will be made on the basis of tests and inspections of the work. A representative of firm that performed test and balance work shall be in attendance to assist. Contractor shall furnish necessary mechanics to operate system, make any necessary adjustments and assist with final inspection.

**This is a sample cover sheet. Use one for each shop drawing.**

PROJECT NAME
PROJECT NUMBER

SAMPLE

ARCHITECT/ENGINEER: Smith Mechanical Consulting & Design

CONTRACTOR: XYZ Construction

SUBCONTRACTOR: ABC Mechanical Contractor

SUPPLIER: Supply Company

MANUFACTURER: Manufacturer

DATE: MM/DD/YYYY

**Any standard heading is acceptable**

SECTION: 23 XX XX / Section Name

1. Description: Manufacturer, Model
2. Description: Manufacturer, Model
3. Description: Manufacturer, Model
4. Description: Manufacturer, Model
5. Description: Manufacturer, Model

**List each item separately; include manufacturer name and model number**

**General Contractor's APPROVAL stamp must be on this sheet.**

END OF SECTION

SECTION 230553 – HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

B. This section is a Division 23 Common Work Results for HVAC section, and is part of each Division 23 section making reference to or requiring identification devices specified herein.

C. Extent of HVAC identification work required by this section is indicated on drawings and/or specified in other Division 23 sections.

D. Refer to Division 26 sections for identification requirements of electrical work (not work of this section). Refer to other Division 23 sections for identification requirements for HVAC controls (not work of this section).

1.2 Codes and Standards: Comply with ANSI A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division 23 sections. Where more than a single type is specified for application, selection is the Contractor’s option, but provide single selection for each product category.

2.2 Painted Identification Materials:

A. Stencils: Standard fiberboard stencils, prepared for required applications with letter sizes generally complying with recommendations of ANSI A13.1 for piping and similar applications, but not less than 1-1/4" high letters for ductwork and not less than 3/4" high letters for access door signs and similar operational instructions.

B. Stencil Paint: Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

C. Identification Paint: Standard identification enamel.

2.3 Plastic Pipe Markers:

A. Pressure-Sensitive Type: Provide manufacturer's standard pre-printed, permanent adhesive,

color-coded, pressure-sensitive vinyl pipe markers.

B. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with name as shown or specified.

C. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as separate unit of plastic.

2.4 Engraved Plastic-Laminate Signs:

A. General: Provide engraving stock melamine plastic laminate, in the sizes and thicknesses indicated, engraved with engraver's standard letter style a minimum of 3/4” tall and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.

B. Thickness: 1/16" for units up to 20 square inches or 8" length; 1/8" for larger units.

C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

2.5 Stamped Nameplates: Provide equipment manufacturer's standard stamped nameplates for motors, AHUs, pumps, etc.

PART 3 - EXECUTION

3.1 Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finish, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.2 Ductwork Identification:

A. General: Identify air supply, return, exhaust, outside air intake, and relief ductwork with stenciled signs and arrows, showing ductwork service and direction of flow, in black or white.

B. Location: In each space where ductwork is exposed, or concealed only by removable ceiling system, locate signs near points where ductwork originates or continues into concealed enclosures, and at 50' spacing along exposed runs.

C. Access Doors: Provide stenciled signs on each access door in ductwork and housings, indicating purpose of access (to what equipment) and other maintenance and operating instructions and appropriate and procedural information.

3.3 Mechanical Equipment Identification:

A. General: Install engraved plastic laminate sign on or near each major item of mechanical equipment and each operational device. Label shall indicate type of system and area served. Provide signs for the following general categories of equipment and operational devices:

1. Main control and operating valves, including safety devices.
2. Meters, gauges, thermometers, and similar units.
3. Fuel-burning equipment including boilers, furnaces, and heaters.
4. Pumps, compressors, chillers, condensers, and similar equipment.
5. Heat exchangers, coils, evaporators, cooling towers, heat recovery units and similar equipment.
6. Fans, blowers, primary balancing dampers and VAV boxes.
7. HVAC air handlers, ductless units, and fan coil units.
8. Tanks and pressure vessels.
9. Air conditioning indoor and outdoor units.

B. Above-Ceiling Identification: Provide additional engraved plastic laminate sign attached to ceiling to indicate location of concealed equipment installed above ceiling. Coordinate size, location, and attachment of above-ceiling equipment identification with Architect / Engineer.

3.4 Stamped Nameplates: Equipment manufacturers to provide standard stamped nameplates on all major equipment items such as motors, pumps, boilers, chillers, AHUs, etc. Where motors are hidden from view (within equipment casing, or otherwise not easily accessible, etc.), the equipment supplier shall furnish a duplicate motor data nameplate to be affixed to the equipment casing in an easily visible location, unless data is already included on the equipment nameplate.

3.5 Adjusting and Cleaning:

A. Relocate any mechanical identification device which has become visually blocked by work of this division or other divisions.

B. Clean face of each identification device and glass frame of each valve chart.

END OF SECTION

# SECTION 232113 - HYDRONIC PIPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
   1. Condenser-water piping.
   2. Makeup-water piping.
   3. Condensate-drain piping.

B. See Section 232123 "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following:

   1. Plastic pipe and fittings with solvent cement.
   2. Pressure-seal fittings.
   3. Steel Pipe and Fittings.
   4. Valves.
   5. Hydronic specialties.

### 1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

### 1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

### 1.5 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 STEEL PIPE AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.

B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in Part 3 "Piping Applications" Article.

C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in Part 3 "Piping Applications" Article.

D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 "Piping Applications" Article.

E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in Part 3 "Piping Applications" Article.

F. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:

1. Material Group: 1.1.
2. End Connections: Butt welding.
3. Facings: Raised face.

G. Grooved Mechanical-Joint Fittings and Couplings:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] <Insert manufacturer's name; product name or designation> or a comparable product by one of the following:

a. Anvil International, Inc.
b. Central Sprinkler Company; a division of Tyco Fire & Building Products.
c. National Fittings, Inc.
d. S. P. Fittings; a division of Star Pipe Products.
e. Victaulic Company.
f. <Insert manufacturer's name.>

4. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
5. Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

## 2.2 PLASTIC PIPE AND FITTINGS

A. PVC Plastic Pipe: ASTM D 1785, Schedules 80, plain ends as indicated in Part 3 "Piping Applications" Article.

B. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2467 for Schedule 80 pipe.

## 2.3 JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.

F. Solvent Cements for Joining Plastic Piping:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

b. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

G. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

## 2.4 TRANSITION FITTINGS

A. Plastic-to-Metal Transition Fittings:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Charlotte Pipe and Foundry Company.
   b. IPEX Inc.
   c. KBi.

3. PVC one-piece fitting with one threaded brass or copper insert and one Schedule 80 solvent-cement-joint end.

B. Plastic-to-Metal Transition Unions:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Charlotte Pipe and Foundry Company.
   b. IPEX Inc.
   c. KBi.
   d. NIBCO INC.

3. MSS SP-107, PVC union. Include brass or copper end, Schedule 80 solvent-cement-joint end, rubber gasket, and threaded union.

## 2.5 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

## 2.6 VALVES

A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523 "General-Duty Valves for HVAC Piping."

# PART 3 - EXECUTION

## 3.1 PIPING APPLICATIONS

A. Condenser-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be any of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and brazed joints.
2. Schedule 80 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
3. Schedule 80 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.

B. Condenser-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and brazed joints. Use the fewest possible joints.

C. Makeup-water piping installed aboveground shall be either of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 80 CPVC plastic pipe and fittings, and solvent-welded joints.

D. Makeup-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.

E. Condensate-Drain Piping: Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 80 PVC plastic pipe and fittings and solvent-welded joints.

F. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.

G. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.

## 3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

## 3.3 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Install piping to allow application of insulation.

I. Select system components with pressure rating equal to or greater than system operating pressure.

J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

K. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

L. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

M. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

N. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

O. Install valves according to Section 230523 "General-Duty Valves for HVAC Piping."

P. Install unions in piping, NPS 2 (DN 50) and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

Q. Install flanges in piping, NPS 2-1/2 (DN 65) and larger, at final connections of equipment and elsewhere as indicated.

R. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2 (DN 50).

S. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

T. Identify piping as specified in Section 230553 "Identification for HVAC Piping and Equipment."

U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

V. Install sleeve seals for piping penetrations of concrete walls and slabs.

W. Install escutcheons for piping penetrations of walls, ceilings, and floors.

## 3.4 HANGERS AND SUPPORTS

A. Hanger, support, and anchor devices are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.

B. Seismic restraints are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

C. Install the following pipe attachments:

1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet (6 m) long.
2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet (6 m) or longer.
3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet (6 m) or longer, supported on a trapeze.
4. Spring hangers to support vertical runs.
5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 12 feet (3.7 m); minimum rod size, 3/8 inch (10 mm).
7. NPS 4 (DN 100): Maximum span, 14 feet (4.3 m); minimum rod size, 1/2 inch (13 mm).

E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).

F. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.

G. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.

## 3.5 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
4. PVC Nonpressure Piping: Join according to ASTM D 2855.

H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.

I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

## 3.6 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.

C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.

D. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches (1200 mm) above the floor. Install feeder in minimum NPS 3/4 (DN 20) bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 (DN 20) pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.

E. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

1. Install tank fittings that are shipped loose.
2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.

## 3.7 TERMINAL EQUIPMENT CONNECTIONS

A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

B. Install control valves in accessible locations close to connected equipment.

C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

D. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Section 230519 "Meters and Gages for HVAC Piping."

## 3.8 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.

3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION 232113

# Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:**

Item 1. Additional Contact Info.

1. Josa Silva – Smith Mechanical Consulting and Design
   - **a.** Email: jose@smitheng.us
   - **b.** Phone: (251) 923-8772

**Clarifications:**

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated October 14, 2025 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.

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Pre-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster

**END OF ADDENDUM NO. 2**

# ARTHUR R. OUTLAW CONVENTION CENTER
# MECHANICAL IMPROVEMENTS
# CN-015-25

## PRE-BID CONFERENCE

10:30 am October 14, 2025,
1 South Water Street, Mobile, Alabama 36602

### AGENDA *with Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a $20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. 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, Supplier Diversity 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.

6. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person 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 by the City Clerk’s Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. <u>This is a tax-exempt project.</u> 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.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
        ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. 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.

9. Owner/City of Mobile contacts and phone numbers:
    a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
    b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

# ATTENDANCE ROSTER

| MEETING | PROJECT | LOCATION | DATE |
|---|---|---|---|
| Pre-Bid | Arthur R. Outlaw Convention Center - Mechanical Improvements | 1 South Water Street, Mobile, Alabama 36602 | Tuesday, October 14, 2025 |

CN-015-25

| NAME | ORGANIZATION | PHONE | FAX | CELL PHONE | E-MAIL |
|---|---|---|---|---|---|
| Jose Silva | Smith Mechanical | | | | jose@smitheng.us |
| Roger Washington | City of Mobile | 251.208.7812 | | 251.214.1488 | roger.washington@cityofmobile.org |
| Zach Vallée | Donaghey Mechanical | 251-599-9383 | | | Zvallee@donaghey mechanical.com |
| Tony McPherson | STAR SERVICE | 251-348-6723 | | 251-348-6523 | TONYMCPHERSON@STARSERVICESF.COM |
| Jim Wynkoop | OVC 360 | 319-431-6534 | | 281-905-1969 | james.wynkoop@parkviewgroup.com |
| Brent Ladnier | AOTCS, Inc | 251-709-1515 | | 251-709-1515 | Brent.ladnier@aotcs.org |
| Justin Moore | Air Masters | 850-377-2495 | | | justin@airmastersmechanical.com |

# Addendum No. 3

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 21, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 3 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. BID DATE: Change the bid date in all references to November 19, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Item 2. Prequalification Request for Proposals from General Contractors

a. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

**Clarifications:** NA

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Prequalification Request for Proposals from General Contractors (8 Pages)

**END OF ADDENDUM NO. 3**

Smith Mechanical
Consulting & Design

October 21, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

**RE: Project Bidder Qualifications**

Roger,

Please include the following requirements for the contractor submitting a construction bid proposal for the chiller replacement project at the Arthur R. Outlaw Convention Center.

The intent of this contractor and installer qualification will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

The successful contractor for this project will need to have a fully staffed office within 75 miles of the project site in downtown Mobile AL. The project is a mechanical prime project and the successful contractor will need to have first, a mechanical contractors license and additionally mechanical contractor shall also hold a general contractor's license. The successful contractor shall have performed a minimum of four chiller replacement projects within the last two years. The contractor shall submit proof of the above indicated requirements along with contact information so that it can be verified.

If you have any questions, please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

**R J Smith Mechanical Consultant, Inc.**
**dba: Smith Mechanical Consulting and Design**



**Roger Smith, PE**
**Principal**

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

**CITY OF MOBILE ALABAMA**

**ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS PRE-QUALIFICATION REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS**

Project: ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS
Owner: CITY OF MOBILE

Please provide all information requested below. Failure to provide all information requested, and failure to provide full disclosure may be cause for rejection by the Owner of any pre-qualification submittal. Attach additional pages as necessary. There are no page limitations for the proposal. However, including general marketing type information is strongly discouraged.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. All General Contractors must demonstrate successful completion of projects of similar size, type, and complexity.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's pre-qualification response shall include the information required herein for each subcontractor unless stated otherwise.

General Contractors who rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity, and are pre-qualified to bid, shall not change the subcontractor(s) prior to bidding without the Owner's written approval. Changing of listed subcontractor(s) prior to bid without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

The Owner may, at the Owner's discretion, add additional General Contractors after the due date set forth below.

Submittal Deadline: 3:00 PM Central Time October 29, 2025

Proposals shall be submitted electronically in PDF document format to the following:

Roger Smith - roger@smitheng.us
Roger Washington - roger.washington@cityofmobile.org

Contractors submitting pre-qualification proposals will be notified regarding their pre-qualification status on or around November 3, 2025.

The bid documents are posted on the City of Mobile website with bids due on or before November 19, 2025.

**PROJECT DESCRIPTION:**

The replacement of Chiller-3. The Contactor will need to be disconnected and shifted Chiller-2 to allow room for the replacement Chiller-3 to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.

The project drawing sheets provided with the bid documents are being provided to assist interested General Contractors in evaluating the scope of work and preparing their pre-qualification proposals.

**If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's prequalification response shall include the information required herein for each subcontractor unless stated otherwise.**

Company Name: _____

Alabama G.C. License #: _____
(An Alabama G.C. License is not required to submit a pre-qualification proposal. However, it is required prior to submitting a bid)

Address of organizations principal place of business: _____

_____

_____

Phone: _____

Fax: _____

Contact Name: _____

e-mail: _____

Largest Value Similar Project: _____

Current Aggregate Value under Construction: _____

Five Year Average: _____

Surety Company: _____

1. Has your organization ever received a "Notice to Cure" letter (or equivalent) on any unfinished work and/or defective work or defaulted on a contract with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the notice and outcome)

2. Is your organization currently, or previously been, involved in a claim that has resulted in a bond claim mediation, arbitration, or litigation on any projects with any State, County, or City Governmental Agencies?
Circle one: YES / NO
(If yes, provide description of the claim and outcome)

3. Has your organization completed projects of similar type, size, scope and complexity for projects in excess of $1,000,000.00?

Circle one: YES / NO

Include project descriptions for four projects of similar type, size, scope and complexity, which have been completed over the past two years. The project descriptions should include, at a minimum, the name, address and telephone number of Owner, Architect, Construction Manager or Program Manager; the original and final Contract value; the original contract completion date and actual completion date.

4. Does your organization have the ability to provide 100% Performance and Payment Bonds for projects up to $5,000,000.00?

Circle one: YES / NO
(Provide a bondability letter from surety) Not required for subcontractor(s)

5. Confirmation that insurance requirements of the City of Mobile can and will be furnished and a letter of confirmation from your company's underwriter, broker, and/or agent indicating the required liability insurance is either in place or obtainable by the company submitting this pre-qualification proposal: Not required for subcontractor(s)

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.

Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident $1,000,000 each accident
B. Bodily Injury by Disease $1,000,000 each employee
C. Bodily Injury by Disease $1,000,000 each policy

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

| | |
|---|---|
| A. Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. Property Damage | $1,000,000 each occurrence; or |
| C. Bodily Injury and Property Damage | $1,000,000 combined single limit |

Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.

The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

| | |
|---|---|
| A. Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. Property damage | $1,000,000 each occurrence; or, |
| C. Property damage | $1,000,000 combined single limit |
| Umbrella/Excess Liability: | $2,000,000 combined single limit each occurrence for bodily injury and/or property damage |

Circle one please: YES / NO

6. Provide resumes of key personnel anticipated to be involved in this project. Include the following key personnel.
1. Principal-In-Charge / Project Executive Not required for subcontractor(s)
2. Project Manager Not required for subcontractor(s)

3. General Superintendent

**An asterisk indicates a full-time on-site position. Failure to provide the resumes requested, changing of listed key personnel prior to bid, or after contract award without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.**

Has your proposed Project Manager and Project Superintendent been with your organization at least 3 years?

Project Manager: YES / NO
Project Superintendent: YES / NO

7. Provide a description of your company's safety and quality programs. Proposal may include copies of sample project plans in lieu of descriptions. Not required for subcontractor(s)

_____

_____

_____

_____

_____

_____

_____

The Contract award, if made, will be made to the low, responsive, responsible Bidder.

The undersigned certifies under oath that the information provided in this Contractor's Pre-Qualification Statement is true and sufficiently complete so as not to be misleading.

_____
Signature (Officer of the Submitting Firm)

_____
Printed Name and Title

_____
Date

# Addendum No. 4

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 29, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 4 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. Re-Bid: The City of Mobile has decided that it is in the best interest for Arthur R. Outlaw Convention Center to rebid the chiller replacement. The City of Mobile also request that Contractor's submit pre-qualifications prior to bidding, using the attached pre-qualification packet provided in Addendum No. 3. The pre-qualification submittal shall be due on or before November 19, 2025, by 3:00PM. Contractor's submitting pre-qualification proposals will be notified regarding their status on or around November 21, 2025

The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project. The Contract award, if made, will be made to the low, responsive, responsible, & pre- qualified Bidder.

**Important Dates:**
**Pre-bid: November 13, 2025**
**Pre-Qualification Due: November 19, 2025**
**Bids Due: December 3, 2025**

Item 2. BID DATE: Change the bid date in all references to December 3, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

**Clarifications:** NA

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Rebid Advertisement
2. Addendum No. 3
    a. Pre-Qualification Packet
3. Addendum No. 2
4. Addendum No. 1

**END OF ADDENDUM NO. 4**

**CALL FOR BIDS**

Arthur R. Outlaw Convention Center - Mechanical Improvements
1 South Water Street
Mobile, Alabama 36602
CN-015-25

Notice is hereby given that the City of Mobile will receive sealed bids for the above stated project on Wednesday December 3, 2025, no later than 2:15 PM. 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's Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. The same will be publicly opened and read at 2:30 PM in the Atrium Lobby of Government Plaza. Additional bidding instructions are detailed in the Project Manual.

A **Mandatory Pre-Bid Conference** shall be held at the north parking garage entrance booth at 9:00AM on November 13, 2025. Meet at front entrance. This project is Tax Exempt.

Bid Documents are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

https://workwith.cityofmobile.org/

# Addendum No. 3

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 21, 2025

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated October 6, 2025. Acknowledge receipt of this Addendum No. 3 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. BID DATE: Change the bid date in all references to November 19, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

Item 2. Prequalification Request for Proposals from General Contractors

a. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

**Clarifications:** NA

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Prequalification Request for Proposals from General Contractors (8 Pages)

**END OF ADDENDUM NO. 3**

Smith Mechanical
Consulting & Design

October 21, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

**RE: Project Bidder Qualifications**

Roger,

Please include the following requirements for the contractor submitting a construction bid proposal for the chiller replacement project at the Arthur R. Outlaw Convention Center.

The intent of this contractor and installer qualification will be examined prior to the bid. The intent is to pre-qualify general contractors and installers with a proven, successful record of installations on projects of similar size and scope in an existing building that will be fully occupied and operational during the work. Companies without proven records of success will not be approved for work on this project. Companies who have not met quality and/or construction schedules on previous City of Mobile projects will also not be approved for work on this project.

The successful contractor for this project will need to have a fully staffed office within 75 miles of the project site in downtown Mobile AL. The project is a mechanical prime project and the successful contractor will need to have first, a mechanical contractors license and additionally mechanical contractor shall also hold a general contractor's license. The successful contractor shall have performed a minimum of four chiller replacement projects within the last two years. The contractor shall submit proof of the above indicated requirements along with contact information so that it can be verified.

If you have any questions, please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

**R J Smith Mechanical Consultant, Inc.**
**dba: Smith Mechanical Consulting and Design**



**Roger Smith, PE**
**Principal**

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

**CITY OF MOBILE ALABAMA**

**ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS PRE-QUALIFICATION REQUEST FOR PROPOSALS FROM GENERAL CONTRACTORS**

Project: ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS
Owner: CITY OF MOBILE

Please provide all information requested below. Failure to provide all information requested, and failure to provide full disclosure may be cause for rejection by the Owner of any pre-qualification submittal. Attach additional pages as necessary. There are no page limitations for the proposal. However, including general marketing type information is strongly discouraged.

Only General Contractors who have been approved to bid pursuant to the pre-qualification procedures and criteria established by the Owner will be eligible to bid the project. All General Contractors must demonstrate successful completion of projects of similar size, type, and complexity.

If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's pre-qualification response shall include the information required herein for each subcontractor unless stated otherwise.

General Contractors who rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity, and are pre-qualified to bid, shall not change the subcontractor(s) prior to bidding without the Owner's written approval. Changing of listed subcontractor(s) prior to bid without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.

The Owner may, at the Owner's discretion, add additional General Contractors after the due date set forth below.

Submittal Deadline: 3:00 PM Central Time October 29, 2025

Proposals shall be submitted electronically in PDF document format to the following:

Roger Smith - roger@smitheng.us
Roger Washington - roger.washington@cityofmobile.org

Contractors submitting pre-qualification proposals will be notified regarding their pre-qualification status on or around November 3, 2025.

The bid documents are posted on the City of Mobile website with bids due on or before November 19, 2025.

**PROJECT DESCRIPTION:**

The replacement of Chiller-3. The Contactor will need to be disconnected and shifted Chiller-2 to allow room for the replacement Chiller-3 to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.

The project drawing sheets provided with the bid documents are being provided to assist interested General Contractors in evaluating the scope of work and preparing their pre-qualification proposals.

**If a General Contractor intends to rely upon the qualifications and experience of subcontractor(s) to demonstrate successful completion of projects of similar size, type, and complexity; the General Contractor's prequalification response shall include the information required herein for each subcontractor unless stated otherwise.**

Company Name: _____

Alabama G.C. License #: _____
(An Alabama G.C. License is not required to submit a pre-qualification proposal. However, it is required prior to submitting a bid)

Address of organizations principal place of business: _____

_____

_____

Phone: _____

Fax: _____

Contact Name: _____

e-mail: _____

Largest Value Similar Project: _____

Current Aggregate Value under Construction: _____

Five Year Average: _____

Surety Company: _____

1. Has your organization ever received a "Notice to Cure" letter (or equivalent) on any unfinished work and/or defective work or defaulted on a contract with any State, County, or City Governmental Agencies?

Circle one: YES / NO
(If yes, provide description of the notice and outcome)

2. Is your organization currently, or previously been, involved in a claim that has resulted in a bond claim mediation, arbitration, or litigation on any projects with any State, County, or City Governmental Agencies?
Circle one: YES / NO
(If yes, provide description of the claim and outcome)

3. Has your organization completed projects of similar type, size, scope and complexity for projects in excess of $1,000,000.00?

Circle one: YES / NO

Include project descriptions for four projects of similar type, size, scope and complexity, which have been completed over the past two years. The project descriptions should include, at a minimum, the name, address and telephone number of Owner, Architect, Construction Manager or Program Manager; the original and final Contract value; the original contract completion date and actual completion date.

4. Does your organization have the ability to provide 100% Performance and Payment Bonds for projects up to $5,000,000.00?

Circle one: YES / NO
(Provide a bondability letter from surety) Not required for subcontractor(s)

5. Confirmation that insurance requirements of the City of Mobile can and will be furnished and a letter of confirmation from your company's underwriter, broker, and/or agent indicating the required liability insurance is either in place or obtainable by the company submitting this pre-qualification proposal: Not required for subcontractor(s)

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.

Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident $1,000,000 each accident
B. Bodily Injury by Disease $1,000,000 each employee
C. Bodily Injury by Disease $1,000,000 each policy

The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

| | |
|---|---|
| A. Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. Property Damage | $1,000,000 each occurrence; or |
| C. Bodily Injury and Property Damage | $1,000,000 combined single limit |

Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.

The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

| | |
|---|---|
| A. Bodily Injury | $1,000,000 each person<br>$1,000,000 each occurrence |
| B. Property damage | $1,000,000 each occurrence; or, |
| C. Property damage | $1,000,000 combined single limit |
| Umbrella/Excess Liability: | $2,000,000 combined single limit each occurrence for bodily injury and/or property damage |

Circle one please: YES / NO

6. Provide resumes of key personnel anticipated to be involved in this project. Include the following key personnel.
   1. Principal-In-Charge / Project Executive Not required for subcontractor(s)
   2. Project Manager Not required for subcontractor(s)

3. General Superintendent

**An asterisk indicates a full-time on-site position. Failure to provide the resumes requested, changing of listed key personnel prior to bid, or after contract award without the approval of the Owner may be cause for disqualification at the sole discretion of the Owner.**

Has your proposed Project Manager and Project Superintendent been with your organization at least 3 years?

Project Manager: YES / NO
Project Superintendent: YES / NO

7. Provide a description of your company's safety and quality programs. Proposal may include copies of sample project plans in lieu of descriptions. Not required for subcontractor(s)

_____

_____

_____

_____

_____

_____

_____

The Contract award, if made, will be made to the low, responsive, responsible Bidder.

The undersigned certifies under oath that the information provided in this Contractor's Pre-Qualification Statement is true and sufficiently complete so as not to be misleading.

_____
Signature (Officer of the Submitting Firm)

_____
Printed Name and Title

_____
Date

# Addendum No. 2

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:**

Item 1. Additional Contact Info.

1. Josa Silva – Smith Mechanical Consulting and Design
   - **a.** Email: jose@smitheng.us
   - **b.** Phone: (251) 923-8772

**Clarifications:**

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated October 14, 2025 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.

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Pre-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster

**END OF ADDENDUM NO. 2**

# ARTHUR R. OUTLAW CONVENTION CENTER
# MECHANICAL IMPROVEMENTS
# CN-015-25

## PRE-BID CONFERENCE

10:30 am October 14, 2025,
1 South Water Street, Mobile, Alabama 36602

### AGENDA *with Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a $20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. 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, Supplier Diversity 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.

6. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 29th day of October 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person 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 by the City Clerk’s Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. <u>This is a tax-exempt project.</u> 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.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
        ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. 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.

9. Owner/City of Mobile contacts and phone numbers:
    a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
    b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

# ATTENDANCE ROSTER

| MEETING | PROJECT | LOCATION | DATE |
|---|---|---|---|
| Pre-Bid | Arthur R. Outlaw Convention Center - Mechanical Improvements | 1 South Water Street, Mobile, Alabama 36602 | Tuesday, October 14, 2025 |

CN-015-25

| NAME | ORGANIZATION | PHONE | FAX | CELL PHONE | E-MAIL |
|---|---|---|---|---|---|
| Jose Silva | Smith Mechanical | | | | jose@smitheng.us |
| Roger Washington | City of Mobile | 251.208.7812 | | 251.214.1488 | roger.washington@cityofmobile.org |
| Zach Vallée | Donaghey Mechanical | 251-599-9383 | | | Zvallee@donaghey mechanical.com |
| TONY McPHERSON | STAR SERVICE | 251-348-6723 | | 251-348-6523 | TONYMCPHERSON@STARSERVICESF.COM |
| Jim Wynkoop | OVC 360 | 319-431-6534 | | 281-905-1969 | james.wynkoop@parkviewgroup.com |
| Brent Ladnier | AOTCS, Inc | 251-709-1515 | | 251-709-1515 | Brent.ladnier@aotcs.org |
| Justin Moore | Air Masters | 850-377-2495 | | | justin@airmastersmechanical.com |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: October 9, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:** **NA**

**Clarifications:** **NA**

**Forms and Specifications:**

- Section 230000 - HVAC General Specification
- Section 230553 - HVAC Identification Specification
- Section 232113 - Hydronic Piping Specification

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. 230000 - HVAC General
2. 230553 - HVAC Identification
3. 232113 - Hydronic Piping

**END OF ADDENDUM NO. 1**

**1**

SECTION 230000 – HVAC GENERAL

PART 1 - GENERAL

1.1 The work covered by this division consists of providing all labor, equipment and materials and performing all operations necessary for the installation of the mechanical work as herein called for and shown on the drawings. The work shall include but shall not be limited to the following:

Provide all HVAC (Heating, Ventilating, and Air Conditioning) and associated controls systems for the project. Fully coordinate all mechanical requirements with work by other Divisions under this construction contract. All systems shall be complete and fully functional.

1.2 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

B. Provisions of this section apply to work of all Division 23 sections.

C. Review all other contract documents to be aware of conditions affecting work herein.

1.3 Definitions:

A. Provide: Furnish and install, complete and ready for intended use.

B. Furnish: Supply and deliver to the project site, ready for subsequent requirements.

C. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

1.4 Permits and Fees: Contractor shall obtain all necessary permits, meters, and inspections required for Division 23 work and pay all fees and charges incidental thereto.

1.5 Verification of Owner's Survey Data: Prior to commencing any work, the Contractor shall verify the accuracy of all survey data as indicated in these plans and specifications and/or as provided by the Owner. Should the Contractor discover any inaccuracies, errors, or omissions in the data, such items shall immediately be notified to the Architect/Engineer so that proper adjustments can be anticipated and ordered. Commencement by the Contractor of work shall be held as an acceptance of the data after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions or inaccuracies of the said data.

1.6 Delivery and Storage of Materials: Materials delivered to site shall be inspected for damage,

unloaded, and stored with a minimum of handling. All material shall be stored to provide protection from the weather and accidental damage.

1.7 Extent of work is indicated by the drawings, schedules, and the requirements of the specifications. Singular references shall not be construed as requiring only one device if multiple devices are shown on the drawings or are required for proper system operation.

1.8 Field Measurements and Coordination:

A. The intent of the drawings and specifications is to obtain a complete and satisfactory installation. Separate divisional drawings and specifications shall not relieve the Contractor or subcontractors from full compliance of work of his trade indicated on any of the Drawings or in any Section of the Specifications. Report conflicts prior to start of work.

B. Verify all field dimensions and locations of equipment to ensure close, neat fit with other trades' work. Make use of all contract documents and approved shop drawings to verify exact dimension and locations.

C. Coordinate work in this division with all other trades in proper sequence to ensure that the total work is completed within contract time schedule and with minimum cutting and patching.

D. Locate all equipment, ductwork, piping, and apparatus symmetrical with architectural elements. Install to exact height and locations when shown on architectural drawings. When locations are shown only on mechanical drawings, be guided by architectural details and conditions existing at job and correlate this work with that of others. Provide all required work clearances as defined by code and manufacturer’s recommendations.

E. Install work as required to fit structure, avoid obstructions, and retain clearance, headroom, openings and passageways. Cut no structural members without written approval from Engineer or Architect.

F. Carefully examine any existing conditions, piping, ductwork, and premises. Compare drawings with existing conditions. Report any observed discrepancies. It shall be the Contractor’s responsibility to properly coordinate the work and to identify problems in a timely manner. Written instructions will be issued by the Engineer to resolve discrepancies.

G. Because of the small scale of the drawings, it is not possible to indicate all offsets and fittings or to locate every accessory. Drawings are essentially diagrammatic. Study carefully the sizes and locations of structural members, wall and partition locations, trusses, and room dimensions and take actual measurements on the job. Locate piping, ductwork, equipment and accessories with sufficient space for installing and servicing. Contractor is responsible for accuracy of his measurements and for coordination with all trades. Contractor shall not order materials or perform work without verification. No extra compensation will be allowed because field measurements vary from the dimensions on the drawings. If field measurements show that equipment or material cannot be fitted, the Engineer shall be consulted. Remove and relocate, without additional compensation, any item that is installed and is later found to encroach on space assigned to another use.

1.9 Guarantee and Service:

A. The Contractor shall guarantee labor, materials and equipment for a period of one (1) year from Substantial Completion, or from Owner's occupancy, whichever is earlier. Contractor shall make good any defects and shall include all necessary adjustments to and replacement of defective items without expense to the Owner. Manufacturer warranties do not relieve the Contractor of this responsibility.

B. Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding Contractor's Guarantee Bond or relieving Contractor of his responsibilities during guarantee period.

C. Contractor shall provide service of all new equipment during the guarantee period without additional expense to the Owner.

1.10 Approval Submittals:

A. Shop drawings, product literature, and other approved submittals will only be reviewed if they are submitted in full accordance with the General and Supplementary Conditions and Division 1 Specification sections and the following:

1. Submittals shall not include items from more than one specification section in the same submittal package.

2. Submittals shall be properly identified by a cover sheet showing the project name, Architect and Engineer names, submittal control numbers, specification section, a list of products or item names with model numbers in the order they appear in the package, and spaces for approved stamps. A sample cover sheet is included at the end of this section.

3. Submittals shall have been reviewed and approved by the General Contractor (or Prime Contractor). Evidence of this review and approval shall be an “Approved” stamp with a signature and date on the cover sheet.

4. The electrical design shown on the drawings supports the mechanical equipment basis of design specifications at the time of design. If mechanical equipment is submitted with different electrical requirements, it is the responsibility of the mechanical contractor to resolve all required electrical design changes (wire and conduit size, type of disconnect or overload protection, point(s) of connection, etc.) and clearly show the new electrical design on the mechanical submittal with a written statement that this change will be provided at no additional cost. Mechanical submittals made with no written reference to the electrical design will be presumed to work with the electrical design. Any corrections required will be at no additional cost. It is expected for this project that the electrical power requirements are generally limited to disconnect and reconnection of the circuits for the chilled water pumps. See plan notes for additional information and requirements.

B. Before ordering any materials or equipment, and within 30 days after the award of the contract, the Contractor shall submit to the Architect/Engineer one complete schedule showing the make, type, manufacturer's name and trade designation of all equipment.

1. This schedule shall be accompanied by the required number of copies of the manufacturer's printed specifications and shop drawings for each piece of equipment or specialty and shall give dimensions, diagrams, descriptive literature, capacity or rating, kind of material, finish, guarantee, etc., and such other detailed information as the Architect/Engineer may require.

2. When approved, such schedule shall be an addition to these specifications, and shall be of equal force in that no deviation will be permitted except with the approval of the Architect/Engineer.

C. If the shop drawings show variation from the requirements of the contract documents, the Contractor shall make specific mention of such variation in his letter of transmittal. If acceptable, Contractor will not be relieved of the responsibility for executing the work in accordance with the contract.

D. Review of shop drawings, descriptive literature, catalog data, or schedules shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications, unless he has in writing called to the attention of the Architect/Engineer such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings, descriptive literature, catalog data, or schedules. Any feature or function specified but not mentioned in the submittal shall be assumed to be included per the specification.

E. Submit shop drawings and any other drawings called for in other sections. Shop drawings shall consist of plans, sections, elevations and details to scale (not smaller than 1/4" per foot), with dimensions clearly showing the installation. Direct copies of small-scale project drawings issued to the Contractor are not acceptable. Drawings shall take into account equipment furnished under other sections and shall show space allotted for it. Include construction details and materials.

F. Submit product data after award of the contract and before any equipment or materials are purchased. Product data are defined as manufacturer's printed literature specifically marked to indicate size and model and accompanied by rating sheets listing values showing that equipment meets scheduled or specified values. Properly coded stamp from the Engineer on returned submittal is required before ordering equipment.

G. Coordinate with other divisions supplying equipment prior to submitting shop drawings.

H. Shop drawings shall be submitted in one package unless approved otherwise by the Engineer. Provide an index of sections listing manufacturers and “as-specified” or not. Each specification section shall be tabbed with equipment inserted.

1.11 Test Reports and Verification Submittals: Submit test reports, certifications and verification letters as called for in other sections. Contractor shall coordinate the required testing and documentation of system performance such that sufficient time exists to prepare the reports, review the reports, and take corrective action within the scheduled contract time.

1.12 O&M Data Submittals: Submit Operations and Maintenance data as called for in other sections when a copy of approved submittals is included in the O&M Manual, only the final “Furnish as Submitted” or “Furnish as Corrected” copy shall be used. Contractor shall organize these later

in the O&M Manuals tabbed by specification number. Prepare O&M Manuals as required by Division 1 and as described herein. Submit manuals at the Substantial Completion inspection.

## PART 2 - PRODUCTS

2.1 All materials shall be new or Owner-supplied reused as shown on the Drawings, the best of their respective kinds, suitable for the conditions and duties imposed on them. The description, characteristics, and requirements of materials to be used shall be in accordance with qualifying conditions established in the following sections.

2.2 Equipment and Materials:

A. Equipment and materials furnished under this division shall be the product of a manufacturer regularly engaged in the manufacture of such items for a period of three years. Where practical, all of the components shall be products of a single manufacturer in order to provide proper coordination and responsibility. Where required, Contractor shall furnish proof of installation of similar equipment or materials.

B. Each item of equipment shall bear a nameplate showing the manufacturer's name, trade name, model number, serial number, ratings and other information necessary to fully identify it. This plate shall be permanently mounted in a prominent location and shall not be concealed, insulated or painted.

C. The label of the approving agency, such as UL, ASME, AHRI, or AMCA, by which a standard has been established for each particular item, shall be in full view.

D. The equipment shall be essentially the standard product of a manufacturer regularly engaged in the production of such equipment and shall be a product of the manufacturer’s latest design.

E. A service organization with personnel and spare parts shall be available within two hours for each type of equipment furnished.

F. Install in accordance with manufacturer's recommendations. Place in service by a factory trained representative where required.

G. Materials and equipment are specified herein by a single or by multiple manufacturers to indicate quality, material and type of construction desired. Manufacturer's products shown on the drawings have been used as basis for design; it shall be the Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of the equipment are suitable for installation.

H. Model Numbers: Catalog numbers and model numbers indicated in the drawings and specifications are used as a guide in the selection of the equipment and are only listed for the Contractor's convenience. The Contractor shall determine the actual model numbers for ordering equipment and materials in accordance with the written description of each item and with the intent of the drawings and specifications.

I. All equipment and material shall be manufactured and assembled in the United States.

2.3 Requests for Substitution:

A. Where a particular system, product or material is specified by name, consider it as standard basis for bidding, and base proposal on the particular system, product or material specified. Other systems, products, equipment or materials may be accepted only if in the opinion of the Engineer, that they are equivalent in quality and workmanship and will perform satisfactorily its intended purpose. The Engineer shall approve all such substitutions in materials or equipment in writing. This shall occur prior to bidding.

B. In making requests for substitutions, the Contractor shall list the particular system, product, equipment or material he wishes to substitute and, at bid time, the Contractor shall state the amount he will add or deduct from his base bid if the substitution is approved by the Engineer. If the Contractor allows no deduction or addition to the base bid for such substitution, it shall be stated on the request.

C. Requests by the Contractor for substitution will be considered only when reasonable, timely, fully documented, and qualifying under one or more of the following circumstances.

1. Required product cannot be supplied in time for compliance with Contract time requirements.
2. Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured, or has other recognized disabilities as certified by the Contractor.
3. Substantial cost advantage is offered to the Owner after deducting offsetting disadvantages including delays, additional compensation for redesign, investigation, evaluation and other necessary services and similar considerations.

D. All requests for substitution shall contain a “Comparison Schedule” and clearly and specifically indicate any and all differences and omissions between the product specified as the basis of design and the product proposed for substitution. Differences shall include, but not limited to, data as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.
3. Thickness or gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. Performance and rating data.

E. If the approved substitution contains differences or omissions not specifically called to the attention of the Engineer, the Owner reserves the right to require equal or similar features to be added to the substituted products at the Contractor’s expense.

2.4 Prior Approval: Prior Approval shall be required for any manufacturer other than those listed for all specified items in the Drawings and Specifications. Submit all requests for approval of the alternate manufacturer's products two weeks prior to bid opening. Approval will be in the form of an Addendum to the Specifications and Drawings. Clearly indicate all differences between the specified and proposed product following the guidelines for substitution herein. This requirement may be waived if, in the opinion of the Engineer, it is in the best interest of the Owner. Submittals received after award of the bid for equipment that has not be Prior Approved shall be subject to immediate rejection.

PART 3 - EXECUTION

3.1 Workmanship: All materials and equipment shall be installed and completed in a first-class workmanlike manner and in accordance with the best modern methods and practice. Any materials installed which do not present an orderly and reasonably neat and/or workmanlike appearance, or do not allow adequate space for maintenance, shall be removed and replaced when so directed by the Architect/Engineer.

3.2 Coordination:

A. The Contractor shall be responsible for full coordination of the mechanical systems with shop drawings of the building construction so the proper openings and sleeves or supports are provided for piping, ductwork, or other equipment passing through slabs or walls.

B. Any additional steel supports required for the installation of any mechanical equipment, piping, or ductwork shall be furnished and installed under the section of the specifications requiring the additional supports.

C. It shall be the Contractor's responsibility to verify all equipment such as valves, dampers, filters and such other apparatus or equipment that may require maintenance and operation are made easily accessible, regardless of the diagrammatic location shown on the drawings.

D. All connections to devices and equipment shown on the drawings shall be considered diagrammatic unless otherwise indicated by detail. The actual connections shall be made to fully suit the requirements of each case and adequately provide for expansion and servicing.

E. The Contractor shall protect equipment, material, and fixtures at all times during storage and construction. The Contractor shall replace all equipment, material, and fixtures which are damaged as a result of inadequate protection.

F. Prior to starting and during progress of work, examine work and materials installed by others as they apply to work in this division. Report conditions which will prevent satisfactory installation.

G. Start of work will be construed as acceptance of suitability of work of others.

3.3 Interruption of Service: Before any equipment is shut down for disconnection or tie-ins,

arrangements shall be made with the Architect/Engineer and this work shall be done at the time best suited to the Owner. This will typically be on weekends and/or holidays and/or after normal working hours. Services shall be restored the same day unless prior arrangements are made. All overtime or premium costs associated with this work shall be included in the base bid.

3.4 Phasing: Provide all required temporary valves, piping, ductwork, equipment and devices as required. Maintain temporary services to areas as required. Remove all temporary material and equipment on completion of work unless Engineer concurs that such material and equipment would be beneficial to the Owner on a permanent basis.

3.5 Cutting and Patching: Contractor shall be responsible for cutting and patching of all holes, chases, sleeves, and other openings required for installation of equipment furnished and installed under these Specifications. Utilize experienced trades for cutting and patching. Obtain permission from Architect/Engineer before cutting any structural items.

3.6 Equipment Setting: Bolt equipment directly to concrete pads or vibration isolators as required, using hot-dipped galvanized anchor bolts, nuts and washers. Level equipment.

3.7 Painting: Touch-up factory finishes on equipment located inside and outside shall be done under the Division 23. Obtain matched color coatings from the manufacturer and apply as directed. If corrosion is found during inspection on the surface of any equipment, clean, prime, and paint as required. If corrosion is found to be extensive by the Engineer, the equipment shall be removed and replaced with factory new at the expense of the Contractor.

3.8 Cleanup: Thoroughly clean all exposed parts of apparatus and equipment of cement, plaster, and other materials and remove all oil and grease spots. Repaint or touch up as required to look like new. During progress of work, Contractor is to carefully clean up and leave premises and all portions of building free from debris and in a clean and safe condition.

3.9 Startup and Operational Test: Start each item of equipment in strict accordance with the manufacturer's instructions; or where noted under equipment specification, startup shall be done by a qualified representative of the manufacturer. Alignment, lubrication, safety, and operating control shall be included in startup check.

3.10 Climate Control: Operate heating and cooling systems as required after initial startup to maintain temperature and humidity conditions to avoid freeze damage and warping or sagging of ceilings and carpet. Operate ventilation systems as required after initial startup in coordination with interior building finishes. Provide and maintain temporary filter media at return air and exhaust air inlets as required to prevent circulation of construction dust / debris through ductwork, coils, and related system components; this filter media is in addition to construction filters protecting coils at air handling equipment.

3.11 Record Drawings:

A. During the progress of the work, the Contractor shall record on his field set of drawings the exact location, as installed, of all piping, ductwork, equipment, and other systems which are not installed exactly as shown on the contract drawings.

B. Upon completion of the work, record drawings shall be prepared as described in the General Conditions, Supplementary Conditions, and Division 1 sections.

3.12 Acceptance:

A. Request inspections as required under the Supplementary or General Conditions. Conceal no work until inspected.

B. Punch List: Submit written confirmation that all punch lists have been checked and the required work completed. The Contractor shall pay, at the Engineer's current billing rate, for additional field time required by the Engineer to report or check on previous punch list deficiencies.

C. Instructions: At completion of the work, provide a competent and experienced person who is thoroughly familiar with project, for a period deemed necessary by the Owner to instruct permanent operating personnel in the operation of equipment and control systems.

D. Operation and Maintenance Manuals: Furnish complete manuals electronically and organized by system or section. Manuals shall contain:

1. Detailed operating instructions and instructions for making minor adjustments.
2. Complete wiring and control diagrams.
3. Routine maintenance operations.
4. Manufacturer's catalog data, service instructions, and parts lists for each piece of operating equipment.
5. Copies of approved submittals.
6. Copies of all manufacturers' warranties.
7. Copies of test reports and verification submittals.

E. Control Diagrams: Frame under glass and mount on equipment room wall.

F. Test and Balance Report: Submit electronic copies. Report shall be submitted for review prior to Substantial Completion, unless otherwise required by Division 1.

G. Warranties: Submit copies of all manufacturers' warranties.

H. Record Drawings: Submit record drawings.

I. Acceptance will be made on the basis of tests and inspections of the work. A representative of firm that performed test and balance work shall be in attendance to assist. Contractor shall furnish necessary mechanics to operate system, make any necessary adjustments and assist with final inspection.

**This is a sample cover sheet. Use one for each shop drawing.**

PROJECT NAME
PROJECT NUMBER

SAMPLE

ARCHITECT/ENGINEER: Smith Mechanical Consulting & Design

CONTRACTOR: XYZ Construction

SUBCONTRACTOR: ABC Mechanical Contractor

SUPPLIER: Supply Company

MANUFACTURER: Manufacturer

DATE: MM/DD/YYYY

**Any standard heading is acceptable**

SECTION: 23 XX XX / Section Name

1. Description: Manufacturer, Model
2. Description: Manufacturer, Model
3. Description: Manufacturer, Model
4. Description: Manufacturer, Model
5. Description: Manufacturer, Model

**List each item separately; include manufacturer name and model number**

**General Contractor's APPROVAL stamp must be on this sheet.**

END OF SECTION

SECTION 230553 – HVAC IDENTIFICATION

PART 1 - GENERAL

1.1 Related Documents:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to this section.

B. This section is a Division 23 Common Work Results for HVAC section, and is part of each Division 23 section making reference to or requiring identification devices specified herein.

C. Extent of HVAC identification work required by this section is indicated on drawings and/or specified in other Division 23 sections.

D. Refer to Division 26 sections for identification requirements of electrical work (not work of this section). Refer to other Division 23 sections for identification requirements for HVAC controls (not work of this section).

1.2 Codes and Standards: Comply with ANSI A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

PART 2 - PRODUCTS

2.1 General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division 23 sections. Where more than a single type is specified for application, selection is the Contractor’s option, but provide single selection for each product category.

2.2 Painted Identification Materials:

A. Stencils: Standard fiberboard stencils, prepared for required applications with letter sizes generally complying with recommendations of ANSI A13.1 for piping and similar applications, but not less than 1-1/4" high letters for ductwork and not less than 3/4" high letters for access door signs and similar operational instructions.

B. Stencil Paint: Standard exterior type stenciling enamel; black, except as otherwise indicated; either brushing grade or pressurized spray-can form and grade.

C. Identification Paint: Standard identification enamel.

2.3 Plastic Pipe Markers:

A. Pressure-Sensitive Type: Provide manufacturer's standard pre-printed, permanent adhesive,

color-coded, pressure-sensitive vinyl pipe markers.

B. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with name as shown or specified.

C. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as separate unit of plastic.

2.4 Engraved Plastic-Laminate Signs:

A. General: Provide engraving stock melamine plastic laminate, in the sizes and thicknesses indicated, engraved with engraver's standard letter style a minimum of 3/4” tall and wording indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.

B. Thickness: 1/16" for units up to 20 square inches or 8" length; 1/8" for larger units.

C. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

2.5 Stamped Nameplates: Provide equipment manufacturer's standard stamped nameplates for motors, AHUs, pumps, etc.

PART 3 - EXECUTION

3.1 Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finish, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.2 Ductwork Identification:

A. General: Identify air supply, return, exhaust, outside air intake, and relief ductwork with stenciled signs and arrows, showing ductwork service and direction of flow, in black or white.

B. Location: In each space where ductwork is exposed, or concealed only by removable ceiling system, locate signs near points where ductwork originates or continues into concealed enclosures, and at 50' spacing along exposed runs.

C. Access Doors: Provide stenciled signs on each access door in ductwork and housings, indicating purpose of access (to what equipment) and other maintenance and operating instructions and appropriate and procedural information.

3.3 Mechanical Equipment Identification:

A. General: Install engraved plastic laminate sign on or near each major item of mechanical equipment and each operational device. Label shall indicate type of system and area served. Provide signs for the following general categories of equipment and operational devices:

1. Main control and operating valves, including safety devices.
2. Meters, gauges, thermometers, and similar units.
3. Fuel-burning equipment including boilers, furnaces, and heaters.
4. Pumps, compressors, chillers, condensers, and similar equipment.
5. Heat exchangers, coils, evaporators, cooling towers, heat recovery units and similar equipment.
6. Fans, blowers, primary balancing dampers and VAV boxes.
7. HVAC air handlers, ductless units, and fan coil units.
8. Tanks and pressure vessels.
9. Air conditioning indoor and outdoor units.

B. Above-Ceiling Identification: Provide additional engraved plastic laminate sign attached to ceiling to indicate location of concealed equipment installed above ceiling. Coordinate size, location, and attachment of above-ceiling equipment identification with Architect / Engineer.

3.4 Stamped Nameplates: Equipment manufacturers to provide standard stamped nameplates on all major equipment items such as motors, pumps, boilers, chillers, AHUs, etc. Where motors are hidden from view (within equipment casing, or otherwise not easily accessible, etc.), the equipment supplier shall furnish a duplicate motor data nameplate to be affixed to the equipment casing in an easily visible location, unless data is already included on the equipment nameplate.

3.5 Adjusting and Cleaning:

A. Relocate any mechanical identification device which has become visually blocked by work of this division or other divisions.

B. Clean face of each identification device and glass frame of each valve chart.

END OF SECTION

# SECTION 232113 - HYDRONIC PIPING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes pipe and fitting materials, joining methods, special-duty valves, and specialties for the following:
   1. Condenser-water piping.
   2. Makeup-water piping.
   3. Condensate-drain piping.

B. See Section 232123 "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following:

   1. Plastic pipe and fittings with solvent cement.
   2. Pressure-seal fittings.
   3. Steel Pipe and Fittings.
   4. Valves.
   5. Hydronic specialties.

### 1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

### 1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

### 1.5 QUALITY ASSURANCE

A. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators and expansion tanks to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

PART 2 - PRODUCTS

2.1 STEEL PIPE AND FITTINGS

A. Steel Pipe: ASTM A 53/A 53M, black steel with plain ends; type, grade, and wall thickness as indicated in Part 3 "Piping Applications" Article.

B. Cast-Iron Threaded Fittings: ASME B16.4; Classes 125 and 250 as indicated in Part 3 "Piping Applications" Article.

C. Malleable-Iron Threaded Fittings: ASME B16.3, Classes 150 and 300 as indicated in Part 3 "Piping Applications" Article.

D. Malleable-Iron Unions: ASME B16.39; Classes 150, 250, and 300 as indicated in Part 3 "Piping Applications" Article.

E. Cast-Iron Pipe Flanges and Flanged Fittings: ASME B16.1, Classes 25, 125, and 250; raised ground face, and bolt holes spot faced as indicated in Part 3 "Piping Applications" Article.

F. Wrought Cast- and Forged-Steel Flanges and Flanged Fittings: ASME B16.5, including bolts, nuts, and gaskets of the following material group, end connections, and facings:

1. Material Group: 1.1.
2. End Connections: Butt welding.
3. Facings: Raised face.

G. Grooved Mechanical-Joint Fittings and Couplings:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
3. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] <Insert manufacturer's name; product name or designation> or a comparable product by one of the following:

a. Anvil International, Inc.
b. Central Sprinkler Company; a division of Tyco Fire & Building Products.
c. National Fittings, Inc.
d. S. P. Fittings; a division of Star Pipe Products.
e. Victaulic Company.
f. <Insert manufacturer's name.>

4. Joint Fittings: ASTM A 536, Grade 65-45-12 ductile iron; ASTM A 47/A 47M, Grade 32510 malleable iron; ASTM A 53/A 53M, Type F, E, or S, Grade B fabricated steel; or ASTM A 106, Grade B steel fittings with grooves or shoulders constructed to accept grooved-end couplings; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.
5. Couplings: Ductile- or malleable-iron housing and synthetic rubber gasket of central cavity pressure-responsive design; with nuts, bolts, locking pin, locking toggle, or lugs to secure grooved pipe and fittings.

## 2.2 PLASTIC PIPE AND FITTINGS

A. PVC Plastic Pipe: ASTM D 1785, Schedules 80, plain ends as indicated in Part 3 "Piping Applications" Article.

B. PVC Plastic Pipe Fittings: Socket-type pipe fittings, ASTM D 2467 for Schedule 80 pipe.

## 2.3 JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for joining copper with copper; or BAg-1, silver alloy for joining copper with bronze or steel.

F. Solvent Cements for Joining Plastic Piping:

1. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

a. PVC solvent cement shall have a VOC content of 510 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

b. Adhesive primer shall have a VOC content of 550 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
c. Solvent cement and adhesive primer shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

G. Gasket Material: Thickness, material, and type suitable for fluid to be handled and working temperatures and pressures.

## 2.4 TRANSITION FITTINGS

A. Plastic-to-Metal Transition Fittings:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.

3. PVC one-piece fitting with one threaded brass or copper insert and one Schedule 80 solvent-cement-joint end.

B. Plastic-to-Metal Transition Unions:

1. 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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Charlotte Pipe and Foundry Company.
b. IPEX Inc.
c. KBi.
d. NIBCO INC.

3. MSS SP-107, PVC union. Include brass or copper end, Schedule 80 solvent-cement-joint end, rubber gasket, and threaded union.

## 2.5 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials with separating nonconductive insulating material. Include end connections compatible with pipes to be joined.

## 2.6 VALVES

A. Gate, Globe, Check, Ball, and Butterfly Valves: Comply with requirements specified in Section 230523 "General-Duty Valves for HVAC Piping."

# PART 3 - EXECUTION

## 3.1 PIPING APPLICATIONS

A. Condenser-water piping, aboveground, NPS 2-1/2 (DN 65) and larger, shall be any of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and brazed joints.
2. Schedule 80 steel pipe, wrought-steel fittings and wrought-cast or forged-steel flanges and flange fittings, and welded and flanged joints.
3. Schedule 80 steel pipe; grooved, mechanical joint coupling and fittings; and grooved, mechanical joints.

B. Condenser-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and brazed joints. Use the fewest possible joints.

C. Makeup-water piping installed aboveground shall be either of the following:

1. Type L (B), drawn-temper copper tubing, wrought-copper fittings, and soldered joints.
2. Schedule 80 CPVC plastic pipe and fittings, and solvent-welded joints.

D. Makeup-Water Piping Installed Belowground and within Slabs: Type K (A), annealed-temper copper tubing, wrought-copper fittings, and soldered joints. Use the fewest possible joints.

E. Condensate-Drain Piping: Type M, drawn-temper copper tubing, wrought-copper fittings, and soldered joints or Schedule 80 PVC plastic pipe and fittings and solvent-welded joints.

F. Condensate-Drain Piping: Schedule 40 PVC plastic pipe and fittings and solvent-welded joints.

G. Blowdown-Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown drain is installed.

## 3.2 VALVE APPLICATIONS

A. Install shutoff-duty valves at each branch connection to supply mains, and at supply connection to each piece of equipment.

## 3.3 PIPING INSTALLATIONS

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Install piping to allow application of insulation.

I. Select system components with pressure rating equal to or greater than system operating pressure.

J. Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

K. Install drains, consisting of a tee fitting, NPS 3/4 (DN 20) ball valve, and short NPS 3/4 (DN 20) threaded nipple with cap, at low points in piping system mains and elsewhere as required for system drainage.

L. Install piping at a uniform grade of 0.2 percent upward in direction of flow.

M. Reduce pipe sizes using eccentric reducer fitting installed with level side up.

N. Install branch connections to mains using mechanically formed tee fittings in main pipe, with the branch connected to the bottom of the main pipe. For up-feed risers, connect the branch to the top of the main pipe.

O. Install valves according to Section 230523 "General-Duty Valves for HVAC Piping."

P. Install unions in piping, NPS 2 (DN 50) and smaller, adjacent to valves, at final connections of equipment, and elsewhere as indicated.

Q. Install flanges in piping, NPS 2-1/2 (DN 65) and larger, at final connections of equipment and elsewhere as indicated.

R. Install strainers on inlet side of each control valve, pressure-reducing valve, solenoid valve, in-line pump, and elsewhere as indicated. Install NPS 3/4 (DN 20) nipple and ball valve in blowdown connection of strainers NPS 2 (DN 50) and larger. Match size of strainer blowoff connection for strainers smaller than NPS 2 (DN 50).

S. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Section 230516 "Expansion Fittings and Loops for HVAC Piping."

T. Identify piping as specified in Section 230553 "Identification for HVAC Piping and Equipment."

U. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 230517 "Sleeves and Sleeve Seals for HVAC Piping."

V. Install sleeve seals for piping penetrations of concrete walls and slabs.

W. Install escutcheons for piping penetrations of walls, ceilings, and floors.

## 3.4 HANGERS AND SUPPORTS

A. Hanger, support, and anchor devices are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment." Comply with the following requirements for maximum spacing of supports.

B. Seismic restraints are specified in Section 230548 "Vibration and Seismic Controls for HVAC Piping and Equipment."

C. Install the following pipe attachments:

1. Adjustable steel clevis hangers for individual horizontal piping less than 20 feet (6 m) long.
2. Adjustable roller hangers and spring hangers for individual horizontal piping 20 feet (6 m) or longer.
3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet (6 m) or longer, supported on a trapeze.
4. Spring hangers to support vertical runs.
5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
6. On plastic pipe, install pads or cushions on bearing surfaces to prevent hanger from scratching pipe.

D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 7 feet (2.1 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 12 feet (3.7 m); minimum rod size, 3/8 inch (10 mm).
7. NPS 4 (DN 100): Maximum span, 14 feet (4.3 m); minimum rod size, 1/2 inch (13 mm).

E. Install hangers for drawn-temper copper piping with the following maximum spacing and minimum rod sizes:

1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 1/4 inch (6.4 mm).
2. NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 1/4 inch (6.4 mm).
3. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
4. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
5. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 3/8 inch (10 mm).
6. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 3/8 inch (10 mm).

F. Plastic Piping Hanger Spacing: Space hangers according to pipe manufacturer's written instructions for service conditions. Avoid point loading. Space and install hangers with the fewest practical rigid anchor points.

G. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.

## 3.5 PIPE JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

D. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

E. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
3. PVC Pressure Piping: Join ASTM D 1785 schedule number, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule number PVC pipe and socket fittings according to ASTM D 2855.
4. PVC Nonpressure Piping: Join according to ASTM D 2855.

H. Grooved Joints: Assemble joints with coupling and gasket, lubricant, and bolts. Cut or roll grooves in ends of pipe based on pipe and coupling manufacturer's written instructions for pipe wall thickness. Use grooved-end fittings and rigid, grooved-end-pipe couplings.

I. Mechanically Formed, Copper-Tube-Outlet Joints: Use manufacturer-recommended tool and procedure, and brazed joints.

## 3.6 HYDRONIC SPECIALTIES INSTALLATION

A. Install manual air vents at high points in piping, at heat-transfer coils, and elsewhere as required for system air venting.

B. Install piping from boiler air outlet, air separator, or air purger to expansion tank with a 2 percent upward slope toward tank.

C. Install in-line air separators in pump suction. Install drain valve on air separators NPS 2 (DN 50) and larger.

D. Install bypass chemical feeders in each hydronic system where indicated, in upright position with top of funnel not more than 48 inches (1200 mm) above the floor. Install feeder in minimum NPS 3/4 (DN 20) bypass line, from main with full-size, full-port, ball valve in the main between bypass connections. Install NPS 3/4 (DN 20) pipe from chemical feeder drain, to nearest equipment drain and include a full-size, full-port, ball valve.

E. Install expansion tanks above the air separator. Install tank fitting in tank bottom and charge tank. Use manual vent for initial fill to establish proper water level in tank.

1. Install tank fittings that are shipped loose.
2. Support tank from floor or structure above with sufficient strength to carry weight of tank, piping connections, fittings, plus tank full of water. Do not overload building components and structural members.

## 3.7 TERMINAL EQUIPMENT CONNECTIONS

A. Sizes for supply and return piping connections shall be the same as or larger than equipment connections.

B. Install control valves in accessible locations close to connected equipment.

C. Install bypass piping with globe valve around control valve. If parallel control valves are installed, only one bypass is required.

D. Install ports for pressure gages and thermometers at coil inlet and outlet connections according to Section 230519 "Meters and Gages for HVAC Piping."

## 3.8 FIELD QUALITY CONTROL

A. Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush hydronic piping systems with clean water; then remove and clean or replace strainer screens.
4. Isolate equipment from piping. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Install blinds in flanged joints to isolate equipment.
5. Install safety valve, set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

B. Perform the following tests on hydronic piping:

1. Use ambient temperature water as a testing medium unless there is risk of damage due to freezing. Another liquid that is safe for workers and compatible with piping may be used.
2. While filling system, use vents installed at high points of system to release air. Use drains installed at low points for complete draining of test liquid.
3. Isolate expansion tanks and determine that hydronic system is full of water.
4. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the system's working pressure. Test pressure shall not exceed maximum pressure for any vessel, pump, valve, or other component in system under test. Verify that stress due to pressure at bottom of vertical runs does not exceed 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A in ASME B31.9, "Building Services Piping."
5. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components, and repeat hydrostatic test until there are no leaks.
6. Prepare written report of testing.

C. Perform the following before operating the system:

1. Open manual valves fully.
2. Inspect pumps for proper rotation.

3. Set makeup pressure-reducing valves for required system pressure.
4. Inspect air vents at high points of system and determine if all are installed and operating freely (automatic type), or bleed air completely (manual type).
5. Set temperature controls so all coils are calling for full flow.
6. Inspect and set operating temperatures of hydronic equipment, such as boilers, chillers, cooling towers, to specified values.
7. Verify lubrication of motors and bearings.

END OF SECTION 232113

# Addendum No. 5

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 14, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 5 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

**General:** NA

**Clarifications:**

Item 1. The Pre-Bid Meeting Agenda ***with Modifications*** and Pre-Bid Meeting Attendance Roster, dated November 13, 2025, are attached and form part of Addendum No. 5. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Re-Bid Meeting Agenda ***with Modifications***
2. Pre-Bid Meeting Attendance Roster (Dated 10/14/2025)
3. Re-Bid Meeting Attendance Roster (Dated 11/13/2025)
4. Bid Form

**END OF ADDENDUM NO. 5**

# ARTHUR R. OUTLAW CONVENTION CENTER
# MECHANICAL IMPROVEMENTS
# CN-015-25

## PRE-BID CONFERENCE

9:00 am November 13, 2025,
1 South Water Street, Mobile, Alabama 36602

### AGENDA *w/ Modifications*

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Engineers & Consultants, AE Project Manager.

3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the attendance roster.

4. Discussion of Scope of Work.
    a. The project consists of the replacement of chiller #3. In order to replace chiller #3, Chiller #2 will need to be disconnected and shifted to allow room for the chiller to pass by, then be reconnected. Additionally, the three chilled water pumps and three condenser water pumps are to have VFD's installed on the existing pumps.
    b. There is a ~~$20,000.00~~ ***$50,000.00*** Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
    c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
    d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
    e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
    f. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager and Facility Management.
    g. Contractor shall keep an exceptionally clean site. The Convention Center will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and facility staff.
    h. The Convention Center shall provide an alternative entry into the Mechanical Room if necessary. This entry shall be coordinated with the Contractor but at no time shall the Contractor block this entry during construction.
    i. The Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
    j. Protect all existing equipment in and around the construction area. Contractor shall be responsible for equipment damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.

k. Remove waste, spoils, surplus materials, rubbish, from the site daily. Any equipment removed should be hauled away and not left on site at he end of the work day.
l. Storm and Wastewater:
    i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
m. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Smith at roger@smitheng.us and Roger Washington at roger.washington@cityofmobile.org.
n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Roger Smith and Roger Washington.
p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
q. Contractor shall be responsible for contacting line locators where necessary.

5. 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, Supplier Diversity 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.

6. Bidding instructions, forms, special requirements and time.
    a. Contractor's submit pre-qualifications prior to bidding, using the attached pre-qualification packet provided in Addendum No. 3. The pre-qualification submittal shall be due on or before November 19, 2025, by 3:00PM. Contractor's submitting pre-qualification proposals will be notified regarding their status on or around November 21, 2025.
    b. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of December 2025.
        i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person 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.
    c. All Bids not clocked in by the City Clerk's Office prior to the specified time, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    d. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    e. <u>This is a tax-exempt project.</u> 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.

7. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
    e. Builder's Risk Insurance:
        i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during

construction, fabrications, storage, transport and erection of any equipment.

ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. 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.

9. Owner/City of Mobile contacts and phone numbers:
    a. Roger Smith: 251-402-1364 (Smith Mechanical Consulting & Design)
    b. Roger Washington: 251-208-7812 (Capital Improvement Project Manager)

10. Walk of Site

11. Adjourn

# ATTENDANCE ROSTER

| MEETING | PROJECT | LOCATION | DATE |
|---|---|---|---|
| Pre-Bid | Arthur R. Outlaw Convention Center - Mechanical Improvements | 1 South Water Street, Mobile, Alabama 36602 | Tuesday, October 14, 2025 |

CN-015-25

| NAME | ORGANIZATION | PHONE | FAX | CELL PHONE | E-MAIL |
|---|---|---|---|---|---|
| Jose Silva | Smith Mechanical | | | | jose@smitheng.us |
| Roger Washington | City of Mobile | 251.208.7812 | | 251.214.1488 | roger.washington@cityofmobile.org |
| Zach Vallée | Donaghey Mechanical | 251-599-9383 | | | Zvallee@donaghey mechanical.com |
| TONY McPHERSON | STAR SERVICE | 251-348-6723 | | 251-348-6523 | TONYMCPHERSON@STARSERVICESF.COM |
| Jim Wynkoop | OVC 360 | 319-431-6534 | | 281-905-1969 | james.wynkoop@parkviewgroup.com |
| Brent Ladnier | AOTCS, Inc | 251-709-1515 | | 251-709-1515 | Brent.ladnier@aotcs.org |
| Justin Moore | Air Masters | 850-377-2495 | | | justin@airmastersmechanical.com |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

# Re-BID ATTENDANCE ROSTER

| MEETING | PROJECT | LOCATION | DATE |
|---|---|---|---|
| Pre-Bid | Arthur R. Outlaw Convention Center - Mechanical Improvements | 1 South Water Street, Mobile, Alabama 36602 | Thursday, November 13, 2025 |

CN-015-25

| NAME | ORGANIZATION | PHONE | FAX | CELL PHONE | E-MAIL |
|---|---|---|---|---|---|
| Roger Smith | Smith Mechanical | | | | roger@smitheng.us |
| Roger Washington | City of Mobile | 251.208.7812 | | 251.214.1488 | roger.washington@cityofmobile.org |
| Kevin Snyder | Air Design System | 8503826178 | | 850382-6178 | ksnyder@airdesignhvac.com |
| Justin Moore | Air Masters | [illegible] | | 850-377-2495 | justin@airmastersmechanical.com |
| Niki Hogan | AOTCS | 601-940-9032 | | | niki.hogan@aotcs.org |
| Brent Ladnier | AOTCS | 251-709-1515 | | | Brent.Ladnier@aotcs.org |
| Jason Sparks | Comfort System | 251-661-0717 | | 251-379-7970 | jason.sparks@comfortsystemsusa.com |
| Darren | Goram | 251-379-3233 | | | Darren@goramair.com |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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.: CN-015-2025**
**PROJECT NAME: Arthur R Outlaw Convention Center – Mechanical Improvements**
**PROJECT LOCATION: 1 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 September 6, 2025; and all Addendum (a) Number(s) _____, dated _____, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY NAME:_____**

**ADDRESS:_____PHONE_____**

**ALABAMA GENERAL CONTRACTOR LICENSE NO. _____**

**CITY OF MOBILE BUSINESS LICENSE NO._____**

**SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____**

**SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____**

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

**Base Bid:** $ _____ .00

**Contingency Allowance:** + $ 50,000.00

**Total Base Bid**: $ _____ .00
(Fill in here and in Total Bid below)

**TOTAL BASE BID:** _____

_____ Dollars, ($ _____ .00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

**CONTINGENCY ALLOWANCE:** $50,000.00 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**_____**, 2021**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2021

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

# Addendum No. 6

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 20, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 6 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Bidder to disqualification.

**General:**

Item 1. This addendum shall include a list of approved bidders based on the criteria set forth in the request for qualified bidders and recommendation from the design consultant.

**Clarifications:** NA

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. Approved Pre-Qualifications Letter - CC Mechanical Improvements

**END OF ADDENDUM NO. 6**

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT

November 20, 2025

Subject: Pre-Qualifications Request for the Authur R. Outlaw Convention Center – Mechanical Improvements
CN-015-25

Pre-Bid Attendees,

This letter is in regard to the subject Pre-Qualifications request, issued by the City of Mobile Department of Architectural Engineering for Qualified Contractors to bid on the Authur R. Outlaw Convention Center mechanical improvements. Based on the criteria set forth in the Pre-Qualification Request and at the recommendation of our Consultant, R.J. Smith Mechanical Consultants, the following Contractors have been approved to provide a bid for the Authur R. Outlaw Convention Center mechanical upgrades:

- Air Design Systems MEP, LLC
- Air Masters Mechanical, Inc.
- Goram Air Conditioning Company, Inc.
- James B. Donaghey, Inc.

The mechanical contractors listed above shall submit a bid, according to the bid documents dated October 6, 2025, and acknowledge all subsequent addendum, including this addendum No. 6. Approved Bidders shall submit their bids on or before December 3, 2025 at the address indicated in the bid documents.

Thank you for your interest in doing business with the City of Mobile and participating in the competitive bid selection process.

Respectfully Submitted,

Roger D. Washington, Jr.
Capital Improvement Project Manager
Architectural Engineering Department

# Addendum No. 7

To: Pre-Bid Meeting Attendees

From: Roger Washington
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center - Mechanical Improvements
Project #CN-015-25

Date: November 26, 2025

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated October 6, 2025. Acknowledge the receipt of this Addendum No. 7 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Bidder to disqualification.

**General:**

Item 1. BID DATE: Change the bid date in all references to December 10, 2025, in all portions of the Request for Bids. All other aspects of the Bid receipt information remain the same.

**Clarifications:**

Item 1. Contractor shall incorporate the attached letter for clarification to the bid documents

**Forms and Specifications:** NA

**Drawings:** NA

**RFI's:** NA

**Attachments:**

1. CC Mechanical Improvements - Letter of Clarification

**END OF ADDENDUM NO. 7**

Smith Mechanical
Consulting & Design

November 25, 2025

Roger Washington
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, AL 36602

**RE: Arthur R. Outlaw Convention Center Mechanical Improvements**
**Project Number CN-015-25**
**Addendum**

Please incorporate the following in the requirements for the construction drawings for the referenced project.

1. It is the intent for the contractor to disconnect and reconnect the existing HVAC BAS controls on the existing chiller #2. It is expected the control sensors and wiring for chiller #2 are functional now and will not need to be replaced new. It is expected for the controls work for chiller #2 to be a disconnect and reconnect scope of work.
2. It is expected the chiller being replaced in position #1 has existing control sensors that interface with its onboard controller. It is expected these sensors and connections are functional. The controls connections from the facility HVAC BAS system will need to be provided as new for this chiller. The contractor I responsible for purchasing and installing any new interface boards or appurtenances required for the chiller to be monitored by the existing facility BAS system. All necessary conduit and wiring necessary for this connection are to be provided and installed by the contractor.
3. The contractor shall provide and install all necessary control sensors, conduit, and wiring to operate the new pump VFD's to maintain the pressure in the associated distribution loops. The sensors shall be located at approximately 2/3 of the way from the mechanical room on the respective loops. The contractor shall field verify a suitable location for the installation of the sensors. The VFD's and loop pressures shall be interlocked with the facility HVAC BAS system. The contractor is responsible for providing and installing all necessary wiring, conduit, sensors, and appurtenances required to be able to fully control the pumps from the BAS system.

**R J Smith Mechanical Consultant, Inc.**
**dba: Smith Mechanical Consulting and Design**

**Roger Smith, PE**
**Principal**

Smith Mechanical Consulting and Design
61 St Joseph Street
Suite 1100
Mobile, AL 36602
251-402-1364

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM REAM DEPT. 3030

DATE OF REQUEST: 03/19/2026

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: 2

REQUEST: Please transfer $ 310,000.00

**FROM** CAPITAL PROJECT#: C1036

CAPITAL PROJECT NAME: CONVENTION CENTER CAPITAL

DEPT. PROJECT#: _____

**TO** CAPITAL PROJECT#: F717-001

PROJECT NAME: CONVENTION CENTER MECHANICAL IMPRV

DEPT. PROJECT#: _____

Marilyn Bullard

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

**RESOLUTION**

Sponsored by Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $310,000.00 be transferred from Capital Project C1036 Convention Center Capital to Capital Project F717-001 Convention Center Mechanical Improvements. These funds shall be used for the Convention Center Mechanical Improvements Project, including replacement of the existing chiller.

Project Name: CIP ARTHUR R. OUTLAW CONVENTION CENTER – MECHANICAL IMPROVEMENTS

Project Number: CN-015-25

Amount: $310,000

Adopted:

_____
City Clerk




**CAPITAL CONTRACT SUMMARY SHEET**

**AGENDA ITEM SUMMARY SHEET**

**Agenda of:** April 14, 2026

**Submitted by:**
Jennifer Greene, Dir of Programs & Project Mgmt

**Sponsored by:**
Spiro Cheriogotis, Mayor
Gina Gregory, Councilmember

**Purpose and Scope of Project:**
The attached Amendment #2 executes a change to the contract between the City of Mobile and Geosyntec Consultants, Inc. for CIP-Langan Park Stormwater, CoM Project No. 2021-2045-01. An original contract was adopted between the City of Mobile and Geosyntec Consultants, Inc., Resolution 21-471, on 31th May, 2022. This included funds for preliminary engineering and design services. The purpose of this amendment is to add additional construction admin assistance, by the Engineer of Record, for the duration of the project as outlined in the original contract. An additional $27,000 will be added to the current contract amount for a total not to exceed $137,000.00 and the contract end date will be extended through August 31, 2027.

**Amount of Contract:**
$27,000

**Funding Source**

**ATTACHMENTS:**
1. CoverLetter Geosyntec Amendment 2
2. Geosyntec Amendment 2 Coversheet
3. Amendment 2 Geosyntec Signed
4. AMENDM~2
5. CITYOF~1
6. Geosyntec_Design Contract_FULLY EXECUTED
7. CONTRACT CHANGE REQUEST FORM - signed
8. Amendment Resolution (1)

**REVIEWERS:**

Jennifer Greene
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro
James Barber

March 19, 2026

To Whom It May Concern:

The attached Amendment #2 executes a change to the contract between the City of Mobile and Geosyntec Consultants, Inc. for CIP-Langan Park Stormwater, CoM Project No. 2021-2045-01. An original contract was adopted between the City of Mobile and Geosyntec Consultants, Inc., Resolution 21-471, on 31th May, 2022. This included funds for preliminary engineering and design services.

The purpose of this amendment is to add additional construction admin assistance, by the Engineer of Record, for the duration of the project as outlined in the original contract.

An additional $27,000 will be added to the current contract amount for a total not to exceed $137,000.00 and the contract end date will be extended through August 31, 2027.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

**PROJECT:** CIP-Langan Park Storm Water

**AMENDMENT NO:** Two (2)

**ADDRESS:** N/A

**DATE:** March 19, 2026 **PROJECT**

**TO CONTRACTOR:** Geosyntec Consultants, Inc.

**NO:** 2021-2045-01 **CONTRACT**

**ADDRESS:** 900 Broken Sound Pkwy NW, Suite 200
Boca Raton, FL 33487

**DATE:** May 31, 2022

TERMS: You are hereby authorized to make the following changes hereto:

1. Extend contract end date to August 31, 2027
2. Increase the contract sum by $27,000.

---

THE CONTRACT HAS CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $100,000.00 |
| Net change by previously authorized change orders: | $10,000.00 |
| Contract Sum will be INCREASED by this Amendment in the amount of: | $27,000.00 |
| New Contract Sum including this Amendment will be: | $137,000.00 |
| Contract Time prior to the amendment: | July 31, 2026 |
| Contract Time will be INCREASED by this amendment to: | August 31, 2027 |

# AMENDMENT #2 TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this 19 day of March, 2026.

| | |
|---|---|
| BETWEEN the City: | CITY OF MOBILE (hereinafter the "City")<br>205 Government Street<br>P.O. Box 1827<br>Mobile, Alabama 36633 |
| And Consultant: | Geosyntec Consultants, Inc. |
| For the following Project: | CIP - Langan Park Storm Water<br>2021-2045-01 |

WHEREAS, City and Geosyntec Consultants, Inc. entered into an Agreement dated May 31, 2022, with regard to professional services necessary for the design of Langan Park stormwater updates (hereafter "the Agreement,") a copy of which is attached hereto; and

WHEREAS, Article III of the Agreement provides scope of work to be performed by Consultant, Article IV (D) of the Agreement provides the contract end date of July 31, 2023, and Article V (C) of the Agreement provides the compensation to be paid Consultant for a total not to exceed the sum of $100,000; and

WHEREAS, Change Order #1 executed on July 24, 2023, extended the completion date stated in Article IV (D) of the Agreement from July 31, 2023, to July 31, 2024; and

WHEREAS, Change Order #2 of the Agreement, executed on March 7, 2024, increased the compensation to be paid Consultant by $10,000 for a total not to exceed the sum of $110,000;

WHEREAS, Amendment #1 of the Agreement, executed on December 18, 2024, modified the scope; and

WHEREAS, City and Geosyntec seek to amend the Agreement to modify both the scope and the amount of compensation;

NOW THEREFORE, for and in consideration of the premises, and intending to be legally bound hereby, the parties do hereby agree as follows:

**1.1** Article III of the Agreement is amended herewith to designate specific services set out in the supplemental work letter dated February 16, 2026, Exhibit A attached hereto;

**1.2** Article IV (D), as amended by Change Order #1 to extend the contract end date to July 31, 2024, as amended by Change Order #3 to extend the contract end date to July 31, 2026, shall now be amended to reflect the contract end date as August 31, 2027;

**1.3** Article V (C) is amended to add additional compensation of $27,000 to be paid to the Consultant, for a total not to exceed the sum of $137,000; and

**1.4** Except as modified hereby, all other terms and provisions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

**IN WITNESS WHEREOF,** we have hereunto set our hands and seals on the day and year first written.

**Geosyntec Consultants, Inc.**

**BY**_____
**Jeremy Gasser,**
**Senior Services Director**

State of Georgia }
County of Paulding }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jeremy Gasser [Individual's Name] whose name as Senior Services Director [Title] of the Geosyntec Consultants [Corporation's Name], 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 19 day of March, **2026**

D. Anne Rowan
Notary Public

Print D. Anne Rowan

My commission expires: February 3, 2030

(Seal)

D ANNE ROWAN NOTARY EXPIRES GEORGIA FEBRUARY 3, 2030 PUBLIC PAULDING COUNTY

**CITY OF MOBILE**

**BY**_____
**Spiro N. Cheriogotis,**
**Mayor**

**Attest:**

_____
**Its City Clerk**

# CAPITAL CHANGE ORDER APPROVAL FORM
## AGENDA NOT REQUIRED

**NAME OF CONTRACT:** CIP-Langan Park Storm Water

**PROJECT LOCATION:** Langan Park (4901 Zeigler Blvd. Mobile, AL 36608)

**DEPARTMENT PROJECT NUMBER:** 2021-2045-01

**CHANGE ORDER #:** Amendment 1 **AMOUNT:** $0.00 ○ **DEDUCT** ◉ **ADD**

**CAPITAL CONTRACT NUMBER:** 3833

**CAPITAL ACCOUNT:** 20002000-425200 (C0712)

**VENDOR #:** 295862 **VENDOR NAME:** Geosyntec Consultants, Inc.

**Prepared by:** Chris Powell **Date:** 12/19/2024

## REVIEWED AND APPROVED BY:

Jennifer Greene
12/19/2024 04:00 PM
jennifer.greene@cityofmobile.org

Nick Amberger
12/20/2024 08:22 AM
nick.amberger@cityofmobile.org

Tiffany Hollins
12/20/2024 11:27 AM
hollinst@cityofmobile.org

Victoria Shoots
12/23/2024 11:07 AM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/30/2024 06:05 PM
rwoods@cityofmobile.org

## AGENDA NOT REQUIRED

December 19, 2024

To Whom It May Concern:

The attached Amendment #1 executes a change to the contract between the City of Mobile and Geosyntec Consultants, Inc. for CIP-Langan Park Stormwater, CoM Project No. 2021-2045-01. An original contract was adopted between the City of Mobile and Geosyntec Consultants, Inc., Resolution 21-471, on 31th May, 2022. This included funds for preliminary engineering and design services.

The purpose of this amendment is to add construction admin assistance, by the Engineer of Record, for the duration of the project in lieu of pre-bid to pre-construction services as outlined in the original contract.

The current contract amount of $110,000.00 will remain the same unless there is a future need to negotiate for additional time and services during construction.

The contract time will remain the same with a date of completion of July 31, 2026.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CITY OF MOBILE
Contract Amendment
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

**PROJECT:** CIP-Langan Park Storm Water

**AMENDMENT NO:** ONE (1)

**ADDRESS:** N/A

**DATE:** December 19, 2024

**TO CONTRACTOR:** Geosyntec Consultants, Inc.

**PROJECT NO:** 2021-2045-01

**ADDRESS:** 1255 Roberts Blvd, Suite 200
Kennesaw, Ga, 30144

**CONTRACT DATE:** May 31, 2022

TERMS: You are hereby authorized to make the following changes hereto:

1. Complete the change in scope as referenced in the attached memo dated Dec 2, 2024, from Geosyntec Consultants, Inc.
2. There is no change to the contract sum.
3. There is no change to the contract time.

---

THE CONTRACT HAS CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $100,000.00 |
| Net change by previously authorized Amendments: | $10,000.00 |
| Contract Sum prior to this Amendment: | $110,000.00 |
| Contract Sum will be INCREASED by this Amendment in the amount of: | $0 |
| New Contract Sum including this Amendment will be: | $110,000.00 |
| Contract Time will remain: | July 31, 2026 |

# AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSULTANT

This Amendment made and entered into this 18 day of DECEMBER, 2024.

| | |
|---|---|
| BETWEEN the City: | CITY OF MOBILE (hereafter City)<br>205 Government Street<br>P.O. Box 1827<br>Mobile, Alabama 36633 |
| And Consultant: | Geosyntec Consultants, Inc. (Geosyntec)<br>1255 Roberts Blvd<br>Suite 200<br>Kennesaw, Ga 30144 |
| For the following Project: | CIP-Langan Park Stormwater<br>CoM Project # 2021-2045-01 |

WHEREAS, City and Geosyntec entered into an Agreement dated May 31, 2022, with regard to professional services necessary for the completion of design and production of complete construction plans for the project referenced above (hereafter "the Agreement," a copy of which is attached hereto; and

WHEREAS, Article III of the Agreement provides the scope of work to be performed by Geosyntec, and Article V Section 1 of the Agreement provides the compensation to be paid Geosyntec for a total not to exceed the sum of $110,000.00 as set in Change Order #2, attached hereto; and

WHEREAS, City and Geosyntec seek to amend the Agreement to modify both the scope and the amount of compensation;

NOW THEREFORE, the Parties agree as follows:

**1.1** Article III of the Agreement is amended herewith to remove the Pre-Bid to Pre-Construction task and add construction administration assistance during project construction and generally amend the scope of work to include that set out in the Supplemental Conditions memo dated December 2, 2024, attached hereto (Supplemental memo);

**1.2** Article V Section 1 is amended herewith to add language for the option of additional fees referenced in Supplemental memo.

**1.3** The Agreement and all its provisions shall remain in effect and unchanged in all

other respects not otherwise stated specifically herein.

**IN WITNESS WHEREOF,** we have hereunto set our hands and seals on the day and year first written.

**CITY OF MOBILE, A Municipal Corporation**

**BY** William S. Stimpson 2024.12.31 12:51:40 -06'00'
**Its Mayor**

**ATTEST:**

**BY** Lisa C. Lambert
**Its City Clerk**

**Geosyntec Consultants, Inc.**

**BY**
**Its Authorized Agent**

Jeremy Gasser, PE
Senior Principal Civil Engineer

STATE OF GEORGIA)
COUNTY OF CHEROKEE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Jeremy Gasser whose name as AUTHORIZED AGENT of Geosyntec Consultants, Inc., is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (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 18 day of DECEMBER, 20 24.

(SEAL)

GENA HIGGINS NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 16, 2027

Gena Higgins
Notary Public
State of Georgia, Cherokee County
My Commission Expires: 10/16/2027

Geosyntec consultants

2600 CitiPlace Court, Suite 500
Baton Rouge, LA 70808
PH 225.929.7333
www.geosyntec.com

# Memorandum

| | |
|---|---|
| **Date:** | **December 2, 2024** |
| **To:** | **Jennifer Greene and Cody Reed (City of Mobile)** |
| **Copies to:** | **Tom Fendley, PE (Geosyntec Consultants)** |
| **From:** | **Jeremy Gasser, PE (Geosyntec Consultants)** |
| **Subject:** | **Langan Lake Projects Remaining Budget and Scope Revisions** |

Geosyntec Consultants, Inc. (Geosyntec) is currently working on two projects for the City of Mobile related to Langan Lake: i) Langan Lake Dredging Design (Project No. 2016-3005-34); and ii) Langan Park Storm Water (Project No. 2021-2045-01). This memorandum was developed to detail the remaining scope and payments for each project.

## LANGAN LAKE DREDGING DESIGN (PROJECT NO. 2016-3005-34)

### Remaining Scope and Schedule

To date, Geosyntec has completed and provided the 100% Design for this project to the City of Mobile. The only remaining scope for this contract is the Pre-Bid to Pre-Construction items:

- Geosyntec will support the City of Mobile with response to bidder questions.
- Geosyntec will attend the Pre-Qualifications Meeting virtually (i.e., Zoom or Teams). This meeting is currently scheduled for December 11, 2024 at 11 AM.
- Geosyntec will attend the Pre-Bid Meeting virtually (i.e., Zoom or Teams). This meeting is currently scheduled for January 22, 2025 at 10 AM.
- Geosyntec will attend the Bid Opening virtually (i.e., Zoom or Teams). This meeting in scheduled for February 5, 2025 at 2 PM. The City of Mobile will have McCrory Williams complete the bid tabulation scope for this project.
- Geosyntec will attend the Pre-Construction meeting. Date and time for this meeting has not been set yet as it is dependent upon Contractor selection and final approvals from the City of Mobile and RESTORE. It is anticipated that this meeting will occur in February or March 2025.
- The assumed schedule above to complete the bidding process and pre-construction meetings is subject to change based on City of Mobile and RESTORE approval.

**Budget and Invoices**

The contracted budget for this project was $186,040.00. To date Geosyntec has been invoiced and paid for $176,38.00. Geosyntec has one outstanding invoice that is unpaid: Invoice No. 137538848, dated 01/04/2024 for $9,302.00. This invoice has been recalled and voided by Geosyntec. The City of Mobile should not pay Invoice No. 137538848.

Following completion of the remaining scope detailed above (i.e., bid and pre-construction meetings), Geosyntec will provide one final lump sum (LS) invoice to the City of Mobile for the total of $9,302.00. The City of Mobile will promptly review and approve payment of this invoice. Should this process extend beyond March 2025, Geosyntec may request partial payments on the remaining amount to be paid.

**LANGAN PARK STORM WATER (PROJECT NO. 2021-2045-01)**

**Remaining Scope and Schedule**

To date, Geosyntec has completed and provided the Final (100%) Design for this contract with the City of Mobile. The only remaining scope for this contract is the Pre-Bid to Pre-Construction items. Per discussions with the City of Mobile, Geosyntec proposes that this task be removed from the contracted scope. Geosyntec also proposes to add a new task with a limited amount of engineering construction support scope to the contract to support the City of Mobile throughout construction of the project:

- Engineering construction support tasks include, but may not be limited to, assisting the City with responses to construction RFIs, request for material substitution, construction documentation clarification or modification, and meetings or site visits.

- The engineering construction support scope will be limited to up to 12 hours total of engineering support. Each time the City of Mobile needs support, they will contact Jeremy Gasser with Geosyntec, who will provide an estimated hours to complete the request, along with remaining allocation of construction support hours. Once the City of Mobile agrees to that estimate, the construction support activity will be completed in a timely matter.

- Should the allocation of 12 hours be exceeded, Geosyntec can work with the City of Mobile to continue construction support for the duration of the project for additional funds to be agreed upon before scope is started.

- Routine site visits or construction quality assurance (CQA) services are not included.

- The assumed schedule to complete the engineering construction support is March 2025 through April 2026.

**Budget and Invoices**

The contracted budget for this project, including Change Order #1, is $110,000.00. To date Geosyntec has been invoiced and paid for $99,358.85. Geosyntec has one outstanding unpaid invoice on this project: Invoice No. 137563918, dated 05/20/2024 for $7,999.50. This invoice has

been recalled and voided by Geosyntec. The City of Mobile should not pay Invoice No. 137563918.

Geosyntec proposes two lump sum invoices throughout construction to facilitate payment of the remaining $10,641.15 on the contract.

- One invoice for $5,320.57 will be submitted on or about August 15, 2025.
- One invoice for $5,320.58 will be submitted at the completion of the construction project.

The City of Mobile will promptly review and approve payment of this invoice. Should the construction project extend beyond April 2026, Geosyntec may request partial payments on the remaining amount to be paid.

* * * * *

# CAPITAL CHANGE ORDER APPROVAL FORM
## AGENDA NOT REQUIRED

**NAME OF CONTRACT:** IMPROVE STORM WATER INFRASTRUCTURE-LANGAN PK

**PROJECT LOCATION:** Langan Park

**DEPARTMENT PROJECT NUMBER:** 2021-2045-01

**CHANGE ORDER #:** 003 **AMOUNT:** $0.00 ○ **DEDUCT** ◉ **ADD**

**CAPITAL CONTRACT NUMBER:** 3833

**CAPITAL ACCOUNT:** 20002000-42200

**VENDOR #:** 295862 **VENDOR NAME:** GEOSYNTEC CONSULTANTS, INC.

**Prepared by:** Chris Powell **Date:** 07/23/2024

## REVIEWED AND APPROVED BY:

Jennifer Greene
07/23/2024 03:27 PM
jennifer.greene@cityofmobile.org

Shonnda Smith
07/24/2024 09:31 AM
shonnda.smith@cityofmobile.org

Brenda Rhodes
07/24/2024 03:50 PM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
07/25/2024 12:58 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
07/29/2024 01:29 PM
rwoods@cityofmobile.org

# AGENDA NOT REQUIRED

July 19, 2024

Dear Council members,

The attached change order #3 executes a change to the contract between the City of Mobile and Geosyntec Consultants, Inc., for the Langan Park Storm Water Design, COM Project No. 2021-2045-01.

The purpose of this change order is to extend the length of the contract terms based on the Subaward Agreement Amendment #2 between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources for Federal funds received through the RESTORE Act. This additional RESTORE funding received a period of performance end date of 07/31/2026.

This project is not part of the RESTORE funding but is tied to the RESTORE dredging project based on the beneficial re-use of materials and will go hand in hand with the dredging project. They will be bid at the same time.

This change order will extend the current end date until 07/31/2026.

The contract sum will remain the same.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Cody Reed at 251-208-7689 or email cody.reed@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

# JUSTIFICATION FOR CHANGE ORDER

| | |
|---|---|
| PROJECT: | CIP-Langan Park Storm Water |
| CHANGE ORDER NO: | (3) Three |
| CONTRACTOR: | Geosyntec Consultants, Inc. |
| PROJECT NO: | 2021-2045-01 |
| CONTRACT #: | 3833 |
| VENDOR #: | 295862 |

---

The attached Change Order number three (3) to contract with Geosyntec Consultants, Inc. dated May 31, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract witch could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ X ] 5. See attached letter.

[ X ] 6. Other: This change order extends the length of the contract terms based on the RESTORE Amendment #2.

CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

**PROJECT:** CIP-Langan Park Storm Water

**CHANGE ORDER NO:** Three (3)

**ADDRESS:** N/A

**DATE:** July 17, 2024

**TO CONTRACTOR:** Geosyntec Consultants, Inc.

**PROJECT NO:** 2021-2045-01

**ADDRESS:** 900 Broken Sound Pkwy NW, Suite 200
Boca Raton, FL, 33487

**CONTRACT DATE:** May 31, 2022

TERMS: You are hereby authorized to make the following changes hereto:
1. Extend contract end date to July 31, 2026, following the RESTORE amendment #2 for the project.
2. There is no change to the contract sum.

---

THE CONTRACT HAS CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $100,000.00 |
| Net change by previously authorized change orders: | $10,000.00 |
| Contract Sum prior to this Change Order: | $110,000.00 |
| Contract Sum will be INCREASED by this Change Order in the amount of: | $0 |
| New Contract Sum including this Change Order will be: | $110,000.00 |
| Contract Time will be change to: | July 31, 2026 |

The date of Substantial Completion as of this Change Order therefore is July 31, 2026.

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

Shonnda Smith (Jul 24, 2024 09:31 CDT)
Shonnda R. Smith, Interim Exec. Director Public Works

William S. Stimpson
2024.07.29 15:54:40
-05'00'
William S. Stimpson, Mayor

ATTEST:
City Clerk

Geosyntec Consultants, Inc.
Contractor
1255 Roberts Blvd NW, Suite 200, Kennesaw GA 30144
Address
Thomas L Fendley
By (Tom Fendley, PE – Senior Principal Env. Engineer)
July 12, 2024
Date

# CAPITAL CHANGE ORDER APPROVAL FORM
## AGENDA NOT REQUIRED

**NAME OF CONTRACT:** IMPROVE STORM WATER INFRASTRUCTURE-LANGAN PK

**PROJECT LOCATION:** Langan Park (Lake)

**DEPARTMENT PROJECT NUMBER:** 2021-2045-01

**CHANGE ORDER #:** 002 **AMOUNT:** $10,000 ○ **DEDUCT** ◉ **ADD**

**CAPITAL CONTRACT NUMBER:** 3833

**CAPITAL ACCOUNT:** C0712

**VENDOR #:** 295862 **VENDOR NAME:** GEOSYNTEC CONSULTANTS, INC.

**Prepared by:** Chris Powell **Date:** 02/21/2024

## REVIEWED AND APPROVED BY:

Jennifer Greene
02/21/2024 01:04 PM
jennifer.greene@cityofmobile.org

Shonnda Smith
02/21/2024 02:01 PM
shonnda.smith@cityofmobile.org

Brenda Rhodes
02/22/2024 12:57 PM
brenda.rhodes@cityofmobile.org

Geoffrey Alexander
02/23/2024 07:56 AM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
03/07/2024 09:15 AM
rwoods@cityofmobile.org

# AGENDA NOT REQUIRED

# JUSTIFICATION FOR CHANGE ORDER

| | |
|---|---|
| PROJECT: | Langan Park Storm Water: Engineering and Design |
| CHANGE ORDER NO: | (2) Two |
| CONTRACTOR: | Geosyntec Consultants, Inc. |
| PROJECT NO: | 2021-2045-01 |
| CONTRACT #: | 3833 |
| VENDOR #: | 295862 |

---

The attached Change Order number Two (2) to contract with Geosyntec Consultants, Inc. dated May 31, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract that could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ X ] 5. See attached memo.

[ ] 6. Other:

February 7, 2024

To Whom It May Concern:

Attached to this memo is a Change Order Agreement between the City of Mobile and Geosyntec Consultants, Inc. to increase the contract sum by $10,000.00. This contract is for the redevelopment and modernization of storm water infrastructure located within Langan Park. This project addresses the increase storm water volumes, sediment discharge, and will benefit Phase 3 of the State Expenditure Plan #16, Three Mile Creek Watershed Restoration; Langan Lake Dredging by utilizing a portion of the dredged material on-site.

The additional contract funding is available from C0712, not to exceed $10,000.00. The additional funds are for the necessary revisions and required engineering to successfully integrate State Expenditure Plan #16 and this project. Change Order 1 on this contract was adopted on July 24, 2023, and increased contract time due to delays associated with State Expenditure Plan #16 Amendments.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 and lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

**PROJECT:** CIP-Langan Park Storm Water

**CHANGE ORDER NO:** (2) Two

**ADDRESS:** N/A

**DATE:** February 07, 2024

**TO CONTRACTOR:** Geosyntec Consultants, Inc

**PROJECT NO:** 2021-2045-01

**ADDRESS:** 900 Broken Souond Parkway NW, Suite 200 Boca Raton, FL 33487

**CONTRACT DATE:** May 31, 2022

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to increase the total sum of the project's contract with Geosyntec Consultants, Inc. to complete the engineering and design of the project.

---

THE CONTRACT US CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $100,000.00 |
| Net change by previously authorized change orders: | $0.00 |
| Contract Sum prior to this Change Order: | $100,000.00 |
| Contract Sum will be INCREASED by this Change Order: | $10,000.00 |
| New Contract Sum including this Change Order will be: | $110,000.00 |

Contract Time will not be changed.
The date of Substantial Completion as of this Change Order therefore is July 31, 2024.

---

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shonnda Smith (Feb 21, 2024 14:01 CST)
Shonnda Smith, Exec. Director Public Works

William S. Stimpson
2024.03.07 12:10:26 -06'00'
William S. Stimpson, Mayor

ATTEST:
City Clerk

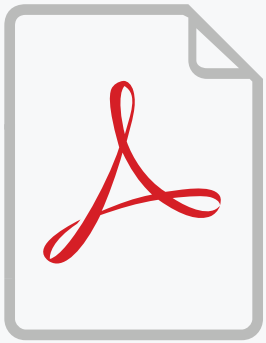
Geosyntec Consultants
Contractor

1255 Roberts Blvd NW, Suite 200, Kennesaw GA 30144
Address

Thomas L. Fendley
Thomas L. Fendley

2/21/2024

*(Corporate Seal if applicable)*



This document is a PDF Portfolio containing an Adobe Acrobat Sign agreement and its audit trail.

Please open this PDF file in Adobe Acrobat or Acrobat Reader version XI (11) or later to access these documents.

Get Adobe Reader

**21-471** **2022**

# RESOLUTION

Sponsored by: Mayor William S. Stimpson

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, 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 set forth in full, subject to the company signing the contract. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Geosyntec, Inc.

COM Project Name: CIP-LANGAN PARK STORM WATER (C0712)

COM Project Number: 2021-2045-01

Adopted: MAY 31 2022

City Clerk

MOBILE
ALABAMA

# LANGAN PARK STORM WATER: ENGINEERING AND DESIGN

## PROJECT NO. 2021-2045-01

## CONSULTANT: GEOSYNTEC CONSULTANTS, INC.

## CONTENTS


Definitions.....I

Standards.....II

Scope of Work.....III

Mutual Agreement.....IV

Basis of Payment.....V

Indemnity and Insurance Requirements.....VI

E-verify.....VII

Source of Funds for Payment.....VIII

Prohibition of Boycotting.....IX

Anti-Discrimination.....X

Project Location.....Exhibit A

Consultant's Fee Schedule..... Exhibit B

Project Closeout Checklist..... Exhibit C

Certifications, Affidavits & Insurance..... Exhibit D

Procurement of Recovered Materials..... Exhibit E

**STATE OF ALABAMA**
**CITY OF MOBILE**

# CONTRACT

This AGREEMENT made and entered into this 31st day of May, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Geosyntec Consultants, Inc.** (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

## I. DEFINITIONS

The following terms and their definitions shall apply:

**ALDOT** - State of Alabama Department of Transportation

**CITY** - City of Mobile, Alabama

**CITY COUNCIL** - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Consultant setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONTRACTOR** - An individual, corporation, partnership, or other entity selected to perform any or all construction services

**CONSULTANT** - The firm assigned to perform professional services for construction engineering and inspection services for this project. The firm so assigned to this project is **Geosyntec Consultants, Inc.**

**NOTICE TO PROCEED** - A written notice to proceed issued by the PROJECT MANAGER either for any phase set out in Section III or for requested additional services.

**PROJECT –Langan Park storm Water, City of Mobile Project Number 2021-2045-01.** This Agreement is for engineering design services for the redevelopment and modernization of an existing drainage feature within Langan Park. **The professional engineering design services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City.** See Exhibit A for a location of the project.

**PROJECT MANAGER** – An individual designated by the CITY as PROJECT MANAGER.

**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, on file in the office of the PROJECT MANAGER.

## II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. 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. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only. The extent of services under this fee are detailed herein.

## III. SCOPE OF WORK

Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The scope of work includes Drainage Area 1 identified in Exhibit A and is divided into two phases.

1. Design Phase
2. Pre-Bid to Pre-Construction Phase

### A. DESIGN PHASE

1. General

The CITY will provide all information from the preliminary engineering submittals and reports that were provided under a separate contract. The CONSULTANT will have a chance to review all before the Project Scoping Meeting. The Project Scoping Meeting should occur within 5 working days of the Notice to Proceed. The CITY will provide the CONSULTANT with major design directions or approve CONSULTANTS recommendations during the Project Scoping Meeting. The CITY will provide to the CONSULTANT preferences, directives, or delegation to CONSULTANT the authority to make decisions based on its opinion of options that serve the project most effectively in terms of anticipated cost, quality, constructability, and ability to meet goals.

The plans must be designed under the direct supervision of a Registered Professional CONSULTANT licensed in the State of Alabama. The Professional CONSULTANT's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide surveys, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project, as detailed herein.

a. Upon a NOTICE TO PROCEED by the CITY, the CONSULTANT shall proceed with review and validation of the existing topographic survey as required for design of the PROJECT. Validation will include a visual inspection and limited topographic surveying only.

b. Develop conceptual alternatives and cost estimates for the drainage area within Langan Park.

c. Coordinate with the CITY and Langan Lake Dredging consultants for material usage, locations, and schedule. CONSULTANT shall deliver a report documenting the material usage plan, location, and an integrated schedule for the project.

d. Identify primary and secondary sediment contributors to Langan Lake. Location and description of contributors to be delivered in a summarized memo.

e. Locate all utilities in the project area and other areas affected by this project that may produce a conflict to construction. CONSULTANT shall apply adequate due diligence in coordinating with utility companies and utility location services for utility location within the project area. The CONSULTANT shall document all the communication efforts.

f. Show utilities on the plans, if applicable, in plan and profile view based on data provided by utility companies, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

g. Perform additional topographic survey along the proposed alignment of the PROJECT as needed. All significant features within or adjacent to the PROJECT limits shall be located.

h. Identify all permits required by federal, state, and local agencies in order to complete the PROJECT. Assist the CITY with all PROJECT specific regulatory compliance and correspondence.

i. Participate in City led communication initiatives. Extensive outreach services are not included in this scope. CONSULTANT will provide CITY with general work product and visualizations associated with calculations package or other related work and shall be present at up to three (3) community outreach events.

j. Prepare and submit to the CITY, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to treat, prevent, or reduce polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by a

Registered Professional Engineer licensed in the State of Alabama. The CONSULTANT will be required to submit the permit electronically to ADEM. The CITY will provide all permitting fees.

k. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The CONSULTANT shall prepare and submit detailed plans, specifications, PRELIMINARY PROJECT COST ESTIMATE, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.B. The plans will show all existing features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (100) feet in width adjacent to the PROJECT. The plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities in the project area. The CONSULTANT shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The CONSULTANT will design the PROJECT to be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT. Due to the nature of the PROJECT and STANDARD SPECIFICATIONS (for Highway Construction), CONSULTANT may require the creation of additional specifications. The CONSULTANT shall create all supplemental specifications associated with this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the CONSULTANT's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The CONSULTANT shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the CONSULTANT.

Plans shall be submitted at stages of development as outlined below. PROJECT MANAGER will provide written administrative review comments to the CONSULTANT on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the CONSULTANT shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the CONSULTANT's written responses from the previous submittal. This schedule and scope include submission of all documents to the CITY at two intervals (60% and 90% Design Submittals) for comment. CITY will provide one set of comments for each interval for the CONSULTANT to address all comments and return responses for implementation at the next design interval.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **three (3) weeks** after the later of either NOTICE TO PROCEED, conceptual design

approved, or provision of above mention surveys provided by the CITY. Review all documents provided by the CITY from the preliminary engineering. Identify any additional survey needs. An existing conditions/demolition plan sheets showing updated survey, plan layout sheets, and typical sections.

If needed, prepare and submit to the PROJECT MANAGER a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the existing conditions/demolition plan sheets. CONSULTANT shall attend Tree Commission Meeting(s), if required by the CITY.

Submittal shall include:

a. Cover sheet
b. Legend, Abbreviations, Symbols, and General Notes
c. Existing conditions
d. Proposed plan sheet
e. Outline specifications and supplemental specifications based on ALDOT 2018 Standard Specifications
f. OPC consistent with AACE Level Three Estimate

(2) **60% Design Submittal** (approximately 60% completion) shall be made **six(6) weeks** after 30% comments are received by CONSULTANT. Review all documents provided by the CITY from the preliminary engineering. Updates or creation of existing conditions/demolition plan sheets showing updated survey, plan and profile layout sheets, traffic control plan sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, PRELIMINARY PROJECT COST ESTIMATE, and applicable permit applications will be submitted. At this submittal, utility conflicts should be identified. The CONSULTANT will assist the CITY with any required utility agreements

If needed, prepare and submit to the PROJECT MANAGER a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the existing conditions/demolition plan sheets. CONSULTANT shall attend Tree Commission Meeting(s), if required by the CITY.

Submittal shall include:

a. Cover sheet
b. Legend, Abbreviations, Symbols, and General Notes
c. Existing conditions
d. Updated plan sheet
e. Plan/profile, section, and detail sheets
f. Update previous index supplemental specifications in full text
g. OPC consistent with AACE Level Two Estimate
h. Site controls
i. Cross sections
j. Construction details

k. Erosion and sediment control
l. Erosion and sediment details

(3) **90% Design Submittal** (approximately 90% completion) shall be made **eight (8) weeks** after 60% comments are received by CONSULTANT. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All utility conflicts should be resolved and proposed re-routing of any utilities should be shown on the plans. All design calculations, specifications, and updated PRELIMINARY PROJECT COST ESTIMATE will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the PROJECT MANAGER. The CONSULTANT will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **five (5) weeks** after 90% comments are received by CONSULTANT. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. An updated PRELIMINARY PROJECT COST ESTIMATE will be required at this stage. A final review shall be made by the PROJECT MANAGER.

a. All plans, specifications and drawings prepared or created by CONSULTANT pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

b. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any items not contained in the STANDARD SPECIFICATIONS for highway construction or that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

c. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the **Title Sheet** of the plans. A copy of each Standard Drawing used shall be included in the "Record" plans submitted for final acceptance of the project.

d. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by CONSULTANT pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one (1) full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless CONSULTANT, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the CONSULTANT shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the CONSULTANT for this project.

e. CONSULTANT deliverables, as specifically provided in this Scope of Services, shall include electronic/computer-aided design and drafting (CADD) files in a format acceptable by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this CONTRACT, electronic files shall be developed based on CONSULTANT's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, CONSULTANT makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the CONSULTANT or any other third party that the CONSULTANT relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a NOTICE TO PROCEED, an "Invitation for Bids" will be prepared by the CONSULTANT and issued by the PROJECT MANAGER. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

a. Assist the PROJECT MANAGER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the PROJECT MANAGER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the PROJECT MANAGER by the end of the workday proceeding the day of the bid opening. **The CONSULTANT shall check each Contractor to assure each is properly licensed before bid opening.** Licenses will be verified after the mandatory Pre-Bid meeting. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

b. The CONSULTANT will assist the CITY in an electronic bidding process if necessary.

c. The CONSULTANT will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT's estimate of cost of the project should be indicated on this list.

d. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

e. Upon receipt of the bid documents, the CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER along with recommendation of the CONTRACTOR submitting the lowest responsive bid, meeting all required specifications.

f. Upon notification of award of the bid by the CITY, the CONSULTANT shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. The CONTRACTOR should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the PROJECT MANAGER for execution by the CITY COUNCIL.

g. The CONSULTANT shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

## IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force and follow the sub-award agreement until completion of the project period, which is July 31, 2023, unless otherwise amended. If the project period in the sub-award agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

## V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

   a. CONSULTANT shall perform Sediment Source Evaluations for Drainage Area 1, in accordance with the schedule and appropriate portion of Section III.A of the CONTRACT. Payment for work performed in Section III.A for Sediment Source Evaluations of this CONTRACT shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents.)

   b. CONSULTANT shall perform Design Phase services for Conceptual Plan Development of Drainage Area 1 in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A for Conceptual Plan Development of Drainage Area 1 of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

   c. CONSULTANT shall perform Design Phase services for Drainage Area 1: 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Area 1: 30% of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

   d. Based on the results of the 30% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: 60% of this CONTRACT shall not exceed $25,000.00 (Twenty-five Thousand Dollars and Zero Cents.)

   e. Based on the results of the 60% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: 90%, in accordance with the

schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: 90% of this CONTRACT shall not exceed $25,000.00 (Twenty-five Thousand Dollars and Zero Cents.)

f. Based on the results of the 90% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: Final Design, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: Final Design of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

g. CONSULTANT shall perform Pre-Bid to Pre-Construction services for Area 1, in accordance with the schedule and appropriate portion of Section III.B of this CONTRACT. Payment for work performed in Section III.B through Area 1 of this CONTRACT shall not exceed $12,500.00 (Twelve Thousand Five Hundred Dollars and Zero Cents.)

h. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

i. In the event of unforeseen delays, not resulting from CONSULTANT's negligence, the CONSULTANT may request partial payments.

C. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed $100,000.00 (One Hundred Thousand Zero Dollars and Zero Cents).

CITY or CONSULTANT may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by CONSULTANT has been affected by such change properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

## VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. 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 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.

B. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

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

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than $1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

General Liability, and Automobile Liability.

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

## VII. E-VERIFY

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

## VIII. SOURCE OF FUNDS FOR PAYMENT

City of Mobile

## IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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.

## X. ANTI-DISCRIMINATION

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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

**Geosyntec Consultants, Inc.**

By: _____

Its: PRINCIPLE

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that WADE BERGHAM whose name as AUTHORIZED AGENT of Geosyntec Consultants, Inc., is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, (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 19th day of April, 2022.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: 04-26-2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co., AL
Commission Expires 04/26/2022

## EXHIBIT A: PROJECT LOCATION



**EXHIBIT B: CONSULTANT'S FEE SCHEDULE**

**PROJECT** – Langan Park Storm Water

**City of Mobile Project No. 2021-2045-01**

Payments based off approved submittals

| | |
|---|---|
| Sediment Source Evaluation | $7,500.00 |
| Conceptual Plan Development (Area 1) | $10,000.00 |
| Area 1: 30% | $10,000.00 |
| Area 1: 60% | $25,000.00 |
| Area 1: 90% | $25,000.00 |
| Area 1: Final Design | $10,000.00 |
| Area 1: Pre-Bid Pre-Construction services | $12,500.00 |

**CONTRACT Not to Exceed** **$100,000.00**

**CITY DISTRICT**: 7

**FUNDING SOURCE**: City of Mobile

## EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- 100% Drawings
    - Hard Copy
    - CADD File
    - PDF
- Hard Copy of 100% Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - Project Sign Detail
    - Addendums
- Electronic (Word) copy of the Contract Documents
    - Product Specifications, if applicable
- Other electronic files
- Correspondence affecting Design and/or Construction

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

### 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 _____ Vets _____<br>Total #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: _____

E-mail:_ Phone: _____

# 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 II. Plan for Subcontractors and Major Vendors**

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ 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 of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | 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. |
| | | **CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's |
| | | **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. |
| | | **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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors. |
| | | **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. |

| | | |
|---|---|---|
| | | **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:<br><br>1. Name, address, and telephone number;<br>2. A description of information provided by the bidder/proposer or subcontractor; and<br>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job. |

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

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 _____, 21__.

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

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 | 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)

## EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

# CAPITAL CHANGE ORDER APPROVAL FORM
## AGENDA NOT REQUIRED

**NAME OF CONTRACT:** CIP-Langan Park Storm Water - Change Order 1 - Geosyntec

**PROJECT LOCATION:** Langan Park

**DEPARTMENT PROJECT NUMBER:** 2021-2045-01

**CHANGE ORDER #:** 1 **AMOUNT:** $0.00 ○ **DEDUCT** ◉ **ADD**

**CAPITAL CONTRACT NUMBER:** 3833

**CAPITAL ACCOUNT:** 20002000-42200 (C0712)

**VENDOR #:** 295862 **VENDOR NAME:** Geosyntec Consultants, Inc.

**Prepared by:** Chris Powell **Date:** 07/19/2023

## REVIEWED AND APPROVED BY:

Jennifer Greene
07/19/2023 01:42 PM
jennifer.greene@cityofmobile.org

James DeLapp
07/20/2023 05:10 PM
jadelapp@cityofmobile.org

Brenda Rhodes
07/21/2023 07:48 AM
brenda.rhodes@cityofmobile.org

Cherlina Monteiro
07/21/2023 11:14 AM
cherlina@cityofmobile.org

Ricardo Woods
07/21/2023 06:44 PM
rwoods@cityofmobile.org

# AGENDA NOT REQUIRED

MOBILE
ALABAMA

# JUSTIFICATION FOR CHANGE ORDER

| | |
|---|---|
| PROJECT: | CIP-Langan Park Storm Water |
| CHANGE ORDER NO: | (1) One |
| CONTRACTOR: | Geosyntec Consultants, Inc |
| PROJECT NO: | 2021-2045-01 |
| CONTRACT #: | 3833 |
| VENDOR #: | 295862 |

---

The attached Change Order number One (1) to contract with Geosyntec Consultants, Inc dated May 31, 2022 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ ] 5. See attached memo.

[X] 6. Other: *This Change Order extends the length of the contract terms by one year due to design completion and construction being dependent on associated RESTORE component.*

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

**PROJECT:** CIP-Langan Park Storm Water

**CHANGE ORDER NO:** (1) One

**ADDRESS:** N/A

**DATE:** July 11, 2023

**TO CONTRACTOR:** Geosyntec Consultants, Inc

**PROJECT NO:** 2021-2045-01

**ADDRESS:** 900 Broken Souond Parkway NW, Suite 200 Boca Raton, FL 33487

**CONTRACT DATE:** May 31, 2022

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to extend the performance term of the Agreement for an additional one (1) year, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with Geosyntec Consultants, Inc.

---

THE CONTRACT US CHANGED AS FOLLOWS:

| | |
|---|---|
| Original Contract Sum: | $100,000.00 |
| Net change by previously authorized change orders: | $0.00 |
| Contract Sum prior to this Change Order: | $100,000.00 |
| Contract Sum will be INCREASED by this Change Order: | $0.00 |
| New Contract Sum including this Change Order will be: | $100,000.00 |
| Contract Time will be change by One (1) year. | July 31, 2024 |
| The date of Substantial Completion as of this Change Order therefore is July 31, 2024. | |

---

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson
2023.07.24 10:40:03
-05'00'

William S. Stimpson, Mayor

ATTEST:

City Clerk

Geosyntec Consultants
Contractor
1255 Roberts Blvd NW, Suite 200, Kennesaw GA 30144
Address

Thomas L Fendley
By (Signature)

July 12, 2023
Date

*(Corporate Seal if applicable)*

Geosyntec consultants

2600 CitiPlace Court, Suite 500
Baton Rouge, LA 70808
PH 225.929.7333
www.geosyntec.com

# Memorandum

| | |
|---|---|
| **Date:** | **February 16, 2026** |
| **To:** | **Jennifer Greene and Emma Cochran (City of Mobile)** |
| **From:** | **Jeremy Gasser, PE (Geosyntec Consultants)** |
| **Subject:** | **Langan Lake Construction Support Additional Funds** |

This memorandum serves as Geosyntec Consultants, Inc. (Geosyntec) request for an Addendum to Langan Park Strom Water (Project No. 2021-2045-01) to provide additional funds to support ongoing construction activities. As of February 1, 2026, Geosyntec has zero funds remaining on Project No. 2021-2045-01; all approved $110,000.00 have been utilized to date.

To provide ongoing engineering construction support activities Geosyntec kindly requests an Addendum of $27,000.00 in additional funds. Geosyntec proposed to invoice the City of Mobile on a monthly lump sum basis of $1,500.00, starting March 2026 through construction completion. Note that the $27,000.00 addendum will cover construction from March 2026 through August 2027. Should construction end before August 2027, only months engineering construction support services were provided will be invoiced; should construction end after August 2027, at that point Geosyntec may ask for an additional Addendum for further funds.

This Addendum will allow Geosyntec to support ongoing construction through engineering support. Tasks include:

- Analysis of pre and post dredge survey data (collected by Others) to evaluate acceptance and review contractor invoice payment requests.
- Submission of new Notice of Intent (NOI) for the NDPES General Permit, which is set to expire March 1, 2026, plus the submission of the Notice of Termination (NOT) at the completion of construction.
- Assisting the City of Mobile with responses to construction request for information, request for material substitution, and construction documentation clarification.
- Issuing modifications to the Design Drawings or Contract Documents, as applicable.
- Attendance at meetings or routine site visits (virtual and/or in-person) by Jeremy Gasser or other designated project staff.

* * * * *

MOBILE
ALABAMA

# LANGAN PARK STORM WATER: ENGINEERING AND DESIGN

## PROJECT NO. 2021-2045-01

## CONSULTANT: GEOSYNTEC CONSULTANTS, INC.

## CONTENTS


Definitions.....I

Standards.....II

Scope of Work.....III

Mutual Agreement.....IV

Basis of Payment.....V

Indemnity and Insurance Requirements.....VI

E-verify.....VII

Source of Funds for Payment.....VIII

Prohibition of Boycotting.....IX

Anti-Discrimination.....X

Project Location.....Exhibit A

Consultant's Fee Schedule..... Exhibit B

Project Closeout Checklist..... Exhibit C

Certifications, Affidavits & Insurance..... Exhibit D

Procurement of Recovered Materials..... Exhibit E

**STATE OF ALABAMA**
**CITY OF MOBILE**

# CONTRACT

This AGREEMENT made and entered into this 31st day of May, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Geosyntec Consultants, Inc.** (hereinafter called the "CONSULTANT").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

## I. DEFINITIONS

The following terms and their definitions shall apply:

**ALDOT** - State of Alabama Department of Transportation

**CITY** - City of Mobile, Alabama

**CITY COUNCIL** - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

**CONTRACT** - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Consultant setting forth the obligations of the parties hereunder for the performance of the prescribed work.

**CONTRACTOR** - An individual, corporation, partnership, or other entity selected to perform any or all construction services

**CONSULTANT** - The firm assigned to perform professional services for construction engineering and inspection services for this project. The firm so assigned to this project is **Geosyntec Consultants, Inc.**

**NOTICE TO PROCEED** - A written notice to proceed issued by the PROJECT MANAGER either for any phase set out in Section III or for requested additional services.

**PROJECT –Langan Park storm Water, City of Mobile Project Number 2021-2045-01.** This Agreement is for engineering design services for the redevelopment and modernization of an existing drainage feature within Langan Park. **The professional engineering design services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City.** See Exhibit A for a location of the project.

**PROJECT MANAGER** – An individual designated by the CITY as PROJECT MANAGER.

**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, on file in the office of the PROJECT MANAGER.

## II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. 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. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only. The extent of services under this fee are detailed herein.

## III. SCOPE OF WORK

Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The scope of work includes Drainage Area 1 identified in Exhibit A and is divided into two phases.

1. Design Phase
2. Pre-Bid to Pre-Construction Phase

### A. DESIGN PHASE

1. General

The CITY will provide all information from the preliminary engineering submittals and reports that were provided under a separate contract. The CONSULTANT will have a chance to review all before the Project Scoping Meeting. The Project Scoping Meeting should occur within 5 working days of the Notice to Proceed. The CITY will provide the CONSULTANT with major design directions or approve CONSULTANTS recommendations during the Project Scoping Meeting. The CITY will provide to the CONSULTANT preferences, directives, or delegation to CONSULTANT the authority to make decisions based on its opinion of options that serve the project most effectively in terms of anticipated cost, quality, constructability, and ability to meet goals.

The plans must be designed under the direct supervision of a Registered Professional CONSULTANT licensed in the State of Alabama. The Professional CONSULTANT's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide surveys, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project, as detailed herein.

a. Upon a NOTICE TO PROCEED by the CITY, the CONSULTANT shall proceed with review and validation of the existing topographic survey as required for design of the PROJECT. Validation will include a visual inspection and limited topographic surveying only.

b. Develop conceptual alternatives and cost estimates for the drainage area within Langan Park.

c. Coordinate with the CITY and Langan Lake Dredging consultants for material usage, locations, and schedule. CONSULTANT shall deliver a report documenting the material usage plan, location, and an integrated schedule for the project.

d. Identify primary and secondary sediment contributors to Langan Lake. Location and description of contributors to be delivered in a summarized memo.

e. Locate all utilities in the project area and other areas affected by this project that may produce a conflict to construction. CONSULTANT shall apply adequate due diligence in coordinating with utility companies and utility location services for utility location within the project area. The CONSULTANT shall document all the communication efforts.

f. Show utilities on the plans, if applicable, in plan and profile view based on data provided by utility companies, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

g. Perform additional topographic survey along the proposed alignment of the PROJECT as needed. All significant features within or adjacent to the PROJECT limits shall be located.

h. Identify all permits required by federal, state, and local agencies in order to complete the PROJECT. Assist the CITY with all PROJECT specific regulatory compliance and correspondence.

i. Participate in City led communication initiatives. Extensive outreach services are not included in this scope. CONSULTANT will provide CITY with general work product and visualizations associated with calculations package or other related work and shall be present at up to three (3) community outreach events.

j. Prepare and submit to the CITY, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to treat, prevent, or reduce polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by a

Registered Professional Engineer licensed in the State of Alabama. The CONSULTANT will be required to submit the permit electronically to ADEM. The CITY will provide all permitting fees.

k. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The CONSULTANT shall prepare and submit detailed plans, specifications, PRELIMINARY PROJECT COST ESTIMATE, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.B. The plans will show all existing features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (100) feet in width adjacent to the PROJECT. The plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities in the project area. The CONSULTANT shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The CONSULTANT will design the PROJECT to be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT. Due to the nature of the PROJECT and STANDARD SPECIFICATIONS (for Highway Construction), CONSULTANT may require the creation of additional specifications. The CONSULTANT shall create all supplemental specifications associated with this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the CONSULTANT's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The CONSULTANT shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the CONSULTANT.

Plans shall be submitted at stages of development as outlined below. PROJECT MANAGER will provide written administrative review comments to the CONSULTANT on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the CONSULTANT shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the CONSULTANT's written responses from the previous submittal. This schedule and scope include submission of all documents to the CITY at two intervals (60% and 90% Design Submittals) for comment. CITY will provide one set of comments for each interval for the CONSULTANT to address all comments and return responses for implementation at the next design interval.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **three (3) weeks** after the later of either NOTICE TO PROCEED, conceptual design

approved, or provision of above mention surveys provided by the CITY. Review all documents provided by the CITY from the preliminary engineering. Identify any additional survey needs. An existing conditions/demolition plan sheets showing updated survey, plan layout sheets, and typical sections.

If needed, prepare and submit to the PROJECT MANAGER a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the existing conditions/demolition plan sheets. CONSULTANT shall attend Tree Commission Meeting(s), if required by the CITY.

Submittal shall include:

a. Cover sheet
b. Legend, Abbreviations, Symbols, and General Notes
c. Existing conditions
d. Proposed plan sheet
e. Outline specifications and supplemental specifications based on ALDOT 2018 Standard Specifications
f. OPC consistent with AACE Level Three Estimate

(2) **60% Design Submittal** (approximately 60% completion) shall be made **six(6) weeks** after 30% comments are received by CONSULTANT. Review all documents provided by the CITY from the preliminary engineering. Updates or creation of existing conditions/demolition plan sheets showing updated survey, plan and profile layout sheets, traffic control plan sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, PRELIMINARY PROJECT COST ESTIMATE, and applicable permit applications will be submitted. At this submittal, utility conflicts should be identified. The CONSULTANT will assist the CITY with any required utility agreements

If needed, prepare and submit to the PROJECT MANAGER a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the existing conditions/demolition plan sheets. CONSULTANT shall attend Tree Commission Meeting(s), if required by the CITY.

Submittal shall include:

a. Cover sheet
b. Legend, Abbreviations, Symbols, and General Notes
c. Existing conditions
d. Updated plan sheet
e. Plan/profile, section, and detail sheets
f. Update previous index supplemental specifications in full text
g. OPC consistent with AACE Level Two Estimate
h. Site controls
i. Cross sections
j. Construction details

k. Erosion and sediment control
l. Erosion and sediment details

(3) **90% Design Submittal** (approximately 90% completion) shall be made **eight (8) weeks** after 60% comments are received by CONSULTANT. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All utility conflicts should be resolved and proposed re-routing of any utilities should be shown on the plans. All design calculations, specifications, and updated PRELIMINARY PROJECT COST ESTIMATE will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the PROJECT MANAGER. The CONSULTANT will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **five (5) weeks** after 90% comments are received by CONSULTANT. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. An updated PRELIMINARY PROJECT COST ESTIMATE will be required at this stage. A final review shall be made by the PROJECT MANAGER.

a. All plans, specifications and drawings prepared or created by CONSULTANT pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

b. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any items not contained in the STANDARD SPECIFICATIONS for highway construction or that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

c. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the **Title Sheet** of the plans. A copy of each Standard Drawing used shall be included in the "Record" plans submitted for final acceptance of the project.

d. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by CONSULTANT pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one (1) full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless CONSULTANT, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the CONSULTANT shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the CONSULTANT for this project.

e. CONSULTANT deliverables, as specifically provided in this Scope of Services, shall include electronic/computer-aided design and drafting (CADD) files in a format acceptable by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this CONTRACT, electronic files shall be developed based on CONSULTANT's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, CONSULTANT makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the CONSULTANT or any other third party that the CONSULTANT relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY by a NOTICE TO PROCEED, an "Invitation for Bids" will be prepared by the CONSULTANT and issued by the PROJECT MANAGER. During the bid period and up to the notice of award to the successful bidder, the CONSULTANT shall provide the following services:

a. Assist the PROJECT MANAGER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the PROJECT MANAGER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The CONSULTANT shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. A copy of this record will be given to the PROJECT MANAGER by the end of the workday proceeding the day of the bid opening. **The CONSULTANT shall check each Contractor to assure each is properly licensed before bid opening.** Licenses will be verified after the mandatory Pre-Bid meeting. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

b. The CONSULTANT will assist the CITY in an electronic bidding process if necessary.

c. The CONSULTANT will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The CONSULTANT's estimate of cost of the project should be indicated on this list.

d. The current CITY Contract Documents shall be used on this project. Only additional Special Provisions may be added to these documents to describe special requirements particular to this project.

e. Upon receipt of the bid documents, the CONSULTANT shall review the bids to assure proper bid bonds. The CONSULTANT shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER along with recommendation of the CONTRACTOR submitting the lowest responsive bid, meeting all required specifications.

f. Upon notification of award of the bid by the CITY, the CONSULTANT shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. The CONTRACTOR should execute and return these documents to the CONSULTANT within ten (10) working days. The CONSULTANT should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the CONSULTANT should submit all five (5) copies to the PROJECT MANAGER for execution by the CITY COUNCIL.

g. The CONSULTANT shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the project to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the project.

## IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.

B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force and follow the sub-award agreement until completion of the project period, which is July 31, 2023, unless otherwise amended. If the project period in the sub-award agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT 's liability for any breach thereof.

E. The CONSULTANT shall reimburse the CITY for attorney's fees incurred due to any breach by CONSULTANT of its obligations under the terms of this CONTRACT.

F. The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

## V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the CONSULTANT for professional services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the CONSULTANT for such work performed shall be compensated at the amounts stated in the Fee Schedule which is incorporated into this CONTRACT as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:

   a. CONSULTANT shall perform Sediment Source Evaluations for Drainage Area 1, in accordance with the schedule and appropriate portion of Section III.A of the CONTRACT. Payment for work performed in Section III.A for Sediment Source Evaluations of this CONTRACT shall not exceed $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents.)

   b. CONSULTANT shall perform Design Phase services for Conceptual Plan Development of Drainage Area 1 in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A for Conceptual Plan Development of Drainage Area 1 of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

   c. CONSULTANT shall perform Design Phase services for Drainage Area 1: 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Area 1: 30% of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

   d. Based on the results of the 30% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: 60% of this CONTRACT shall not exceed $25,000.00 (Twenty-five Thousand Dollars and Zero Cents.)

   e. Based on the results of the 60% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: 90%, in accordance with the

schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: 90% of this CONTRACT shall not exceed $25,000.00 (Twenty-five Thousand Dollars and Zero Cents.)

f. Based on the results of the 90% submittal review, CONSULTANT shall perform Design Phase services through Drainage Area 1: Final Design, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through Drainage Area 1: Final Design of this CONTRACT shall not exceed $10,000.00 (Ten Thousand Dollars and Zero Cents.)

g. CONSULTANT shall perform Pre-Bid to Pre-Construction services for Area 1, in accordance with the schedule and appropriate portion of Section III.B of this CONTRACT. Payment for work performed in Section III.B through Area 1 of this CONTRACT shall not exceed $12,500.00 (Twelve Thousand Five Hundred Dollars and Zero Cents.)

h. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

i. In the event of unforeseen delays, not resulting from CONSULTANT's negligence, the CONSULTANT may request partial payments.

C. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed $100,000.00 (One Hundred Thousand Zero Dollars and Zero Cents).

CITY or CONSULTANT may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by CONSULTANT has been affected by such change properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

## VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. 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 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.

B. INSURANCE: For the duration of this CONTRACT, CONSULTANT shall maintain the following minimum amounts for each Project:

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

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than $1,000,000 per occurrence.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

General Liability, and Automobile Liability.

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

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

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

## VII. E-VERIFY

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

## VIII. SOURCE OF FUNDS FOR PAYMENT

City of Mobile

## IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the CONSULTANT 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.

## X. ANTI-DISCRIMINATION

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 this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

**Geosyntec Consultants, Inc.**

By: _____

Its: PRINCIPLE

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that WADE BERGHAM whose name as AUTHORIZED AGENT of Geosyntec Consultants, Inc., is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, (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 19th day of April, 2022.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: 04-26-2022

Ghulam Rasool - Notary
State of Alabama at Large
The UPS Store - Mobile Co., AL
Commission Expires 04/26/2022

## EXHIBIT A: PROJECT LOCATION



**EXHIBIT B: CONSULTANT'S FEE SCHEDULE**

**PROJECT** – Langan Park Storm Water

**City of Mobile Project No. 2021-2045-01**

Payments based off approved submittals

| | |
|---|---|
| Sediment Source Evaluation | $7,500.00 |
| Conceptual Plan Development (Area 1) | $10,000.00 |
| Area 1: 30% | $10,000.00 |
| Area 1: 60% | $25,000.00 |
| Area 1: 90% | $25,000.00 |
| Area 1: Final Design | $10,000.00 |
| Area 1: Pre-Bid Pre-Construction services | $12,500.00 |

**CONTRACT Not to Exceed** **$100,000.00**

**CITY DISTRICT**: 7

**FUNDING SOURCE**: City of Mobile

## EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- 100% Drawings
    - Hard Copy
    - CADD File
    - PDF
- Hard Copy of 100% Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - Project Sign Detail
    - Addendums
- Electronic (Word) copy of the Contract Documents
    - Product Specifications, if applicable
- Other electronic files
- Correspondence affecting Design and/or Construction

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

# CITY OF MOBILE

## Subcontracting and Major Supplier Plan

**Contact Office of Supplier Diversity for questions on completing this form.**
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

### 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 _____ Vets _____<br>Total #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: _____

E-mail:_ Phone: _____

# 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 II. Plan for Subcontractors and Major Vendors**

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ 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 of Work to be performed | $$ Value to be Performed | % Of Your Bid Amount | 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. |
| | | **CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's |
| | | **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. |
| | | **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 on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors. |
| | | **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. |

| | | |
|---|---|---|
| | | **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:<br><br>1. Name, address, and telephone number;<br>2. A description of information provided by the bidder/proposer or subcontractor; and<br>3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job. |

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

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 _____, 21__.

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

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 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)

## EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONTRACT CHANGE REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Programs & Project Mgmt DEPT. 2045

DATE OF REQUEST: 04/02/2026

TYPE: Amendment ☑ (when money is available in project's budget; from project to contract)

VENDOR NAME: GEOSYNTEC CONSULTANTS, INC.

DISTRICT#: 7

DEPT. PROJECT#: 2021-2045-01

REQUEST: Please Add $27000.00 from Capital Project#/Title:

C0712 / CIP - LANGAN PARK STORM WATER

to contract# 3833.

Total amount requested: $27000.00

Current contract amount: $110000

Revised contract amount: $137000

Comments: The purpose of this amendment is to add additional construction admin assistance, by the Engineer of Record, for the duration of the project as outlined in the original contract.

Chris Powell
Chris Powell (Apr 2, 2026 12:27:04 CDT)
Employee signature

Jennifer Greene
Approval signature

Revised by B. Rhodes 1/6/2026

# CONTRACT CHANGE REQUEST FORM

Final Audit Report 2026-04-02

| | |
|---|---|
| Created: | 2026-04-02 |
| By: | Chris Powell (chris.powell@cityofmobile.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACxSOdJj_UrhUX8PWWsvHP0-6YRdi5hRR |

## "CONTRACT CHANGE REQUEST FORM" History

Document created by Chris Powell (chris.powell@cityofmobile.gov)
2026-04-02 - 5:25:31 PM GMT- IP address: 76.8.254.3

Document e-signed by Chris Powell (chris.powell@cityofmobile.gov)
Signature Date: 2026-04-02 - 5:27:04 PM GMT - Time Source: server- IP address: 76.8.254.3

Document emailed to Jennifer Greene (jennifer.greene@cityofmobile.gov) for signature
2026-04-02 - 5:27:06 PM GMT

Email viewed by Jennifer Greene (jennifer.greene@cityofmobile.gov)
2026-04-02 - 5:27:19 PM GMT- IP address: 76.8.254.3

Document e-signed by Jennifer Greene (jennifer.greene@cityofmobile.gov)
Signature Date: 2026-04-02 - 5:27:39 PM GMT - Time Source: server- IP address: 76.8.254.3

Agreement completed.
2026-04-02 - 5:27:39 PM GMT

R E S O L U T I O N

2026

Sponsored by: Mayor Cheriogotis

Councilmember:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Amendment #2 to contract # 3833, by and between the City of Mobile and Geosyntec Consultants, Inc., which amends the original CIP-Langan Park Storm Water dated May 31, 2022, to expand the Scope of Work to provide ongoing engineering construction support activities for an additional amount of $27,000.00, approval contingent upon pending transfer resolution. A copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

# RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **17th** day of **May, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 1879 Conception Street Road.

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 September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;

• Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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 19th 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 22nd 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 **1879 Conception Street Road.**

The proposed amendment will modify a Planned Unit Development that was approved for said location on **September 11, 2009.** The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development **allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.** If approved, the modification will **allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet,** subject to the following proposed conditions: 1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements: a) Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened; b) Provision of the lot size in both square feet and acres; c) Depiction of the existing vegetative buffer adjacent to residentially zoned property; d) Retention of the existing chain-link fence; e) Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings; f) Inclusion of zoning district information; g) Illustration of parking and traffic circulation, including a table showing required and provided parking spaces; h) Provision of the site's legal description or recorded plat reference; i) Retention of the graphic scale and north arrow; j) Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet; k) Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code; l) Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized; m) Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements; n) Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits; o) Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council. 2. Compliance with all Engineering comments noted in the staff report; 3. Compliance with all Traffic Engineering comments noted in the staff report; 4. Compliance with all Urban Forestry comments noted in the staff report; 5. Compliance with all Fire Department comments noted in the staff report; 6.Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. 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 **September 11, 2009,** to **allow multiple structures on a single building site,** located at **1879 Conception Street Road** and described as follows:

**COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.**

WHEREAS, on **February 16, 2026,** 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.**

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;

- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;
    - Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;

- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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**

**MAWSS (McCrory & Williams, Inc., Agent)**
**1879 Conception Street Road**
**Council District 2**
**Samantha Ingram**

THE CITY OF MOBILE, AL
Planning & Zoning Department

# MOBILE CITY PLANNING COMMISSION

April 7, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **March 19, 2026**, considered the request of **MAWSS (McCrory & Williams, Inc., Agent)**, for a Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet, for the property located at **1879 Conception Street Road**.

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

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;

- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

It should be noted that the applicant has submitted the requested site plan, which has been reviewed by Planning and Zoning staff for approval. The revised site plan is attached.

Copies of the application and reports are also attached.

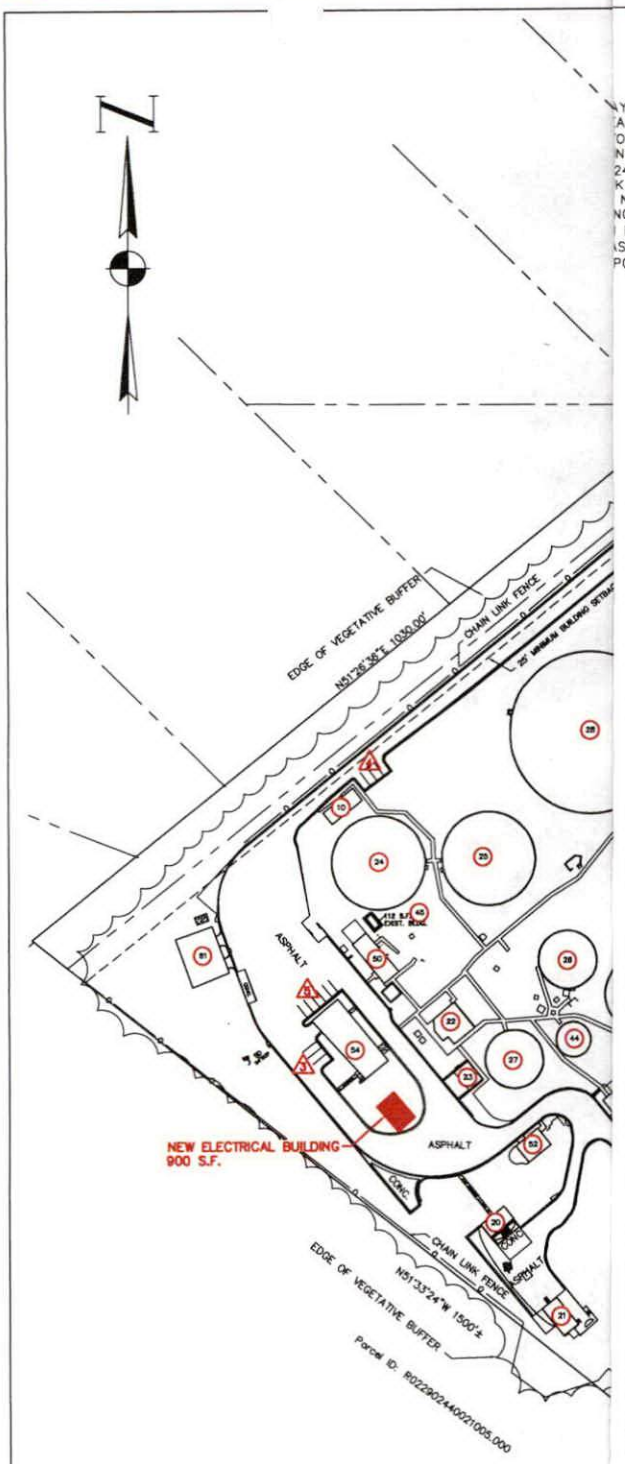
Sincerely,

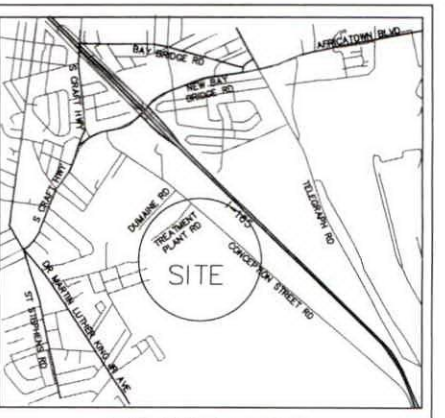
Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

APPROVED TO FORWARD TO CITY COUNC




VICINITY MAP

NOT TO SCALE

PUD GENERAL NOTES:

1. MAXIMUM ALLOWABLE BUILDING HEIGHT IN I-1 ZONING DISTRICT IS 45 FEET.
2. ANY NEW LIGHTING SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-9.C OF THE UNIFIED DEVELOPMENT CODE.
3. ANY DUMPSTERS PLACED ON THE PROPERTY SHALL COMPLY WITH ARTICAL 3, SECTION 64-3-13.A.4 OF THE UNIFIED DEVELOPMENT CODE, OR ALTERNATIVELY , CURBSIDE WASTE REMOVAL SERVICES WILL BE UTILIZED.
4. ANY PROPOSED TREE REMOVAL SHALL BE COORDINATED WITH STAFF TO ENSURE COMPLIANCE WITH APPLICABLE TREE PRESERVATION REQUIREMENTS.
5. ANY SIGNAGE SHALL REQUIRE A SEPERATE REVIEW AND PERMITTING THROUGH PLANNING AND ZONING DEPARTMENT, AND THAT ILLUMINATED SIGNAGE SHALL BE INSTALLED BY A LICENSED AND BONDED SIGN CONTRACTOR AND OBTAIN REQUIRED ELECTRICAL PERMITS.
6. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL PUD MODIFICATIONS SUBJECT TO REVIEW APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
7. ALL MODIFICATIONS SHALL BE IN FULL COMPLIANCE WITH ALL MUNICIPAL CODES AND ORDINANCES.

ENGINEERING COMMENTS:

1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL); THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

TRAFFIC ENGINEERING COMMENTS:

DRIVEWAY NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3, SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

URBAN FORESTRY COMMENTS:

PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES [ACT 929 OF THE 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1961, P. 1487), AS AMENDED, AND CITY CODE CHAPTERS 57 AND 65]. PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS, AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.

FIRE DEPARTMENT COMMENTS:

ALL PROJECTS LOCATED WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE PROVISIONS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, WHICH ADOPTS THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE (IFC).

FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED TO WITHIN 150 FEET OF ALL NON-SPRINKLERED COMMERCIAL BUILDINGS AND WITHIN 300 FEET OF ALL SPRINKLERED COMMERCIAL BUILDINGS, AS MEASURED ALONG AN APPROVED ROUTE AROUND THE EXTERIOR OF THE FACILITY.

AN APPROVED FIRE WATER SUPPLY CAPABLE OF MEETING THE REQUIREMENTS SET FORTH IN APPENDICES B AND C OF THE 2021 IFC SHALL BE PROVIDED FOR ALL COMMERCIAL BUILDINGS.

FIRE HYDRANT PLACEMENT SHALL COMPLY WITH THE FOLLOWING MINIMUM STANDARDS:

- WITHIN 400 FEET OF NON-SPRINKLERED COMMERCIAL BUILDINGS
- WITHIN 600 FEET OF SPRINKLERED COMMERCIAL BUILDINGS
- WITHIN 100 FEET OF FIRE DEPARTMENT CONNECTIONS (FDCS) SERVING STANDPIPE OR SPRINKLER SYSTEMS

ALTHOUGH THE INTERNATIONAL RESIDENTIAL CODE (IRC) FUNCTIONS AS A STAND-ALONE DOCUMENT FOR THE CONSTRUCTION OF ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES, IT DOES NOT GOVERN THE DESIGN OR LAYOUT OF EMERGENCY ACCESS OR COMMUNITY-LEVEL FIRE PROTECTION INFRASTRUCTURE. THEREFORE, RESIDENTIAL DEVELOPMENTS MUST ALSO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, INCLUDING, BUT NOT LIMITED TO, THOSE LISTED ABOVE CONCERNING THE DESIGN, CONSTRUCTION, REGULATION, AND MAINTENANCE OF FIRE APPARATUS ACCESS ROADS AND FIRE PROTECTION WATER SUPPLIES.

100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

| REVISION | R PUD MODIFICATION TO ZON2009-02250<br>SMITH-WRIGHT PLAN<br>1879 CONCEPTION STREET<br>CTION 44, T4S-R1W, MOBILE COUNTY, ALABAMA | | |
|---|---|---|---|
| | 2026 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1 |

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 20, 2026

Don Whittington
McCrory & Williams, Inc.
3207 International Drive, Suite G
Mobile, Alabama 36606

Re: 1879 Conception Street Road
MOD-003646-2026
MAWSS (McCrory & Williams, Inc., Agent)
District 2
Major Modification of a previously approved Planned Unit Development allowing multiple structures on a single building site, to allow the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet

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

At its meeting on March 19, 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, with revisions submitted to and

approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
    - Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
    - Provision of the lot size in both square feet and acres;
    - Depiction of the existing vegetative buffer adjacent to residentially zoned property;
    - Retention of the existing chain-link fence;
    - Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
    - Inclusion of zoning district information;
    - Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
    - Provision of the site's legal description or recorded plat reference;
    - Retention of the graphic scale and north arrow;
    - Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
    - Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
    - Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
    - Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
    - Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
    - Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.
2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;

4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$756.96.** 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:** | 3207 International Dr, Ste G Mobile, AL 36606 | same as applicant |
| **Email:** | [redacted] | |
| **Phone:** | | |
| **Email:** | | |
| **Name:** | McCrory & Williams, Inc Attn: Don Whittington | |

[redacted]

| | Owner | Design Professional |
|---|---|---|
| Name: | Daryl Russell | David Carr |
| Firm: | MAWSS | Jacobs Engineering |
| Phone: | [redacted] | [redacted] |
| Email: | | |
| Address: | PO Box 180249 Mobile, AL 36608-0249 | 25 W. Cedar St, Ste 350 Pensacola, FL 32503 |

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

1879 Conception Street Rd Mobile, AL 36610 — Property Address

32+/- Acres — Property Area (acres or square feet)

02-29-02-44-0-021-004. — Parcel Number(s) or Key Number(s)

I-1; Light Industry — Present Zoning or Transect District

N/A — 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 not applicable

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

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

Owner Signature — Date

Applicant or Agent Signature (if applicable) — Date 2/13/2026

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

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

Applicant or Agent Signature — Date 2/13/2026

# 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.

   Improvements to the Smith-Wright Plant will help ensure that MAWSS can continue to provide sanitary sewer service to the increasing demand of residences and businesses.

   Light Industry

   Future Land Use Map (FLUM) Designation

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

   The Smith-Wright Plant is located in an I-1 Light Industrial zone with the nearest residential neighborhood approximately 650' away separated by a heavily wooded area and stream. There is no cross access between the two.

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

   The electrical building additions will be located well within the confines of the Smith-Wright Plant and will not impact adjacent properties.

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)

Proposed buildings at Smith-Wright Plant will house electrical equipment necessary for the operation of the plant. The buildings will be single story - approximately 12' 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 site is bordered on the Southwest, Southeast and Northeast by heavily wooded areas. The area to the Northwest is well maintained grass.

Lighting:

The project will not require any new lighting.

Hours of operation:

24 hours

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 buildings will house electrical equipment only - none of which produces 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 sanitary sewer service to residences and businesses.

[redacted]

## Application Submission
## Contact Information

**Name of Project** MAWSS Smith Plant Electrical Buildings Addition

**Address** 1879 North Conception Street, Mobile Al 36610

**Owner** Mobile Area Water & Sewer Service (MAWSS) c/o Douglas Cote

**Address** P.O. Box 180249, Mobile Al 36618-0249

**Phone** [redacted]

**Authorized Agent** McCrory & Williams Inc.

**Address** 3207 INTERNATIONAL DR., STE. G, MOBILE, AL 36606

**Pho** [redacted]

**Contractor** U/K

**Address** _____

**Phone** _____ **Fax** _____ **E-Mail** _____

**Civil Engineer** Jacobs Engineering c/o David Carr

**Address** 25 W. Cedar St. Suite 350, Pensacola Fl 32502

**Pho** [redacted]

**Architect** U/K

**Address** _____

**Phone** _____ **Fax** _____ **E-Mail** _____

**Submitted By:**

Signature

Don Whittington
Print

2/16/2026
Date

authorized agent
Affiliation to project/Organization

Effective Date: April 1, 2012

# MAJOR PUD MODIFICATION TO ZON2009-02250
# FOR
# MAWSS SMITH-WRIGHT PLANT AT 1879 CONCEPTION STREET

PARCEL NUMBER: R022902440021004.000

DESCRIPTION: **Metes and Bounds:** THAT PT GRT SEC 44 TRS R1W DESC AS BEG AT PT 83 FT (S) SWLY OF INT OF S/S CONCEPTION ST & W/S 3 MILE CREEK TH NWLY 603 FT(S) TH NWLY 665 FT(S) TO PT ON E/S UNNAMED RD TH SWLY ALG RD 1025 FT(S) TH SELY 1470 FT (S) TO W/L TOULMIN SP RING BRANCH TH NELY ALG TOULMIN SPRING BRANCH & TH ALG THREE MILE CRK OF POB EXEMPT CITY OF MOBILE #SEC 44 T4S R1W #MP29 02 44 0 021
**Key #:** 684085

CONTEMPLATED USE AND CHARACTER OF IMPROVEMENTS: PROPERTY IS CURRENTLY OPERATING AS A WASTE WATER TREATMENT PLANT. OWNER WANTS TO AMEND THE CURRENT PUD TO SHOW THE ADDITION OF TWO ELECTRICAL BUILDINGS.

Outlook

MAWSS (McCrory & Williams, Inc., Agent) (MOD-003646-2026)

[redacted]

Date Wed 2/18/2026 10:34 AM

[redacted]

Good morning,

We have completed our initial review of the above-referenced Major Modification application. Before the application can be deemed **partially complete** and scheduled for a Planning Commission agenda, the following items must be submitted:

- **A complete legal description** of the subject property (the full metes-and-bounds description, not the abbreviated version currently provided). This is required to calculate City Council advertising fees.
- The **DWG (AutoCAD) file of the Preliminary Plat**, if not already submitted, to our GIS staff. For your convenience, Tori has been copied on this message.
- **Payment of the application fees.** An invoice has been issued. Please note that the application will not be considered complete until all required materials have been received and fees have been processed.

If the application fees are paid and the DWG file is provided **by noon on February 19, 2026**, the application will be placed on the **March 19, 2026, Planning Commission agenda**. If this deadline is not met, the application will be held until all outstanding requirements have been satisfied.

Following the Planning Commission's recommendation, the **full legal description** must also be submitted to the Planning and Zoning Department before the application can proceed to the City Council for final consideration.

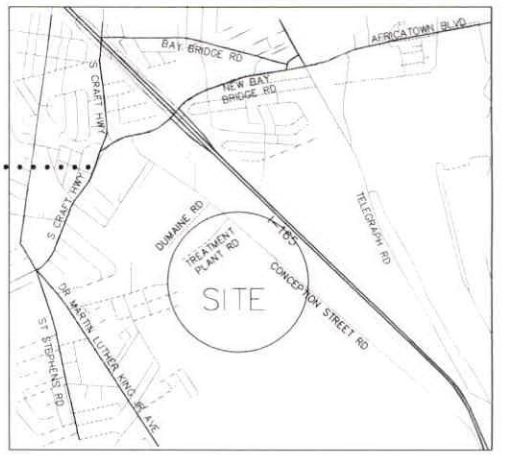
**IMPORTANT**
The City of Mobile Planning and Zoning Department will **never request payment via wire transfer** or any other suspicious method. If you receive any questionable communication claiming to be from our department, please report it immediately to: [redacted]

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

Regards,
**Logan Anderson**
Principal Planner II
Planning & Zoning

[redacted]

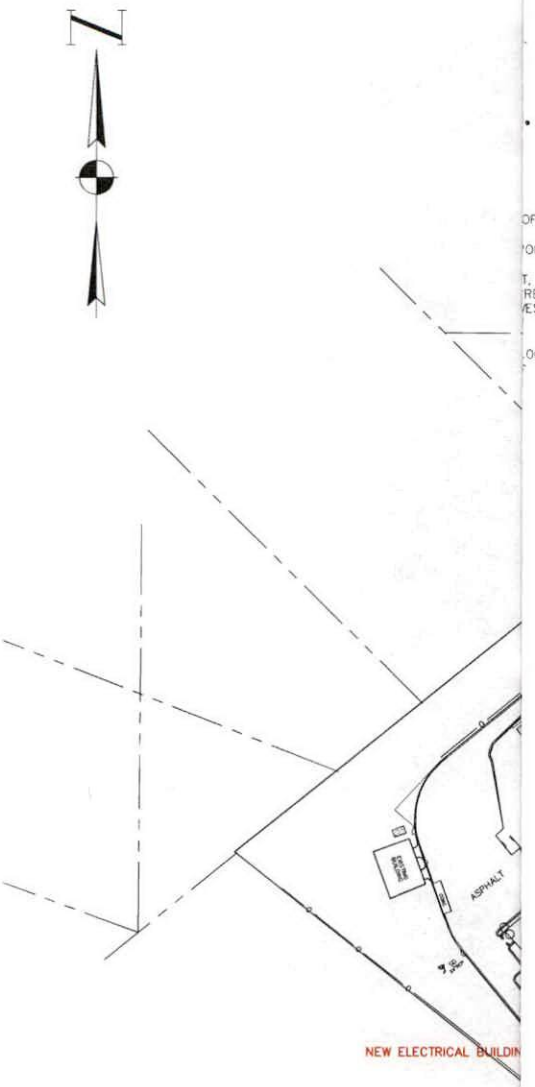
BUILDMOBILE




## VICINITY MAP

NOT TO SCALE

SITE DATA




100' 0 100' 200'

GRAPHIC SCALE

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg

| REVISION | PUD MODIFICATION TO ZON2009-02250<br>SMITH-WRIGHT PLAN<br>1879 CONCEPTION STREET |
|---|---|
| | TION 44, T4S-R1W, MOBILE COUNTY, ALABAMA |
| | 26 \| DRAWN BY: D.W. \| APPROVED BY: RCL \| SHEET 1 OF 1 |

PROPERTY DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET; THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

City of Mobile • Planning & Zoning

# Corporate Letter of Authorization

I, Daryl B. Russell, 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 Mobile Area Water & Sewer Service (MAWSS), a corporation for the property located within the city limits of Mobile, Alabama at 1879 Conception Street Road.

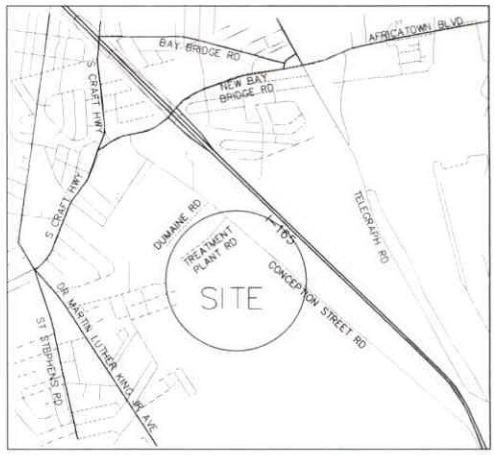
Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and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

| | |
|---|---|
| McCrory & Williams, Inc. | |
| Designee (1) | Designee (2) |
| cyuncannon@mcwinc.com | |
| Email | Email |
| 251-476-4720 | |
| Phone Number | Phone Number |
| | |
| Signature of Company Owner | Date |

Daryl B. Russell / Director of Planning & Market Development

[redacted]

February 2022

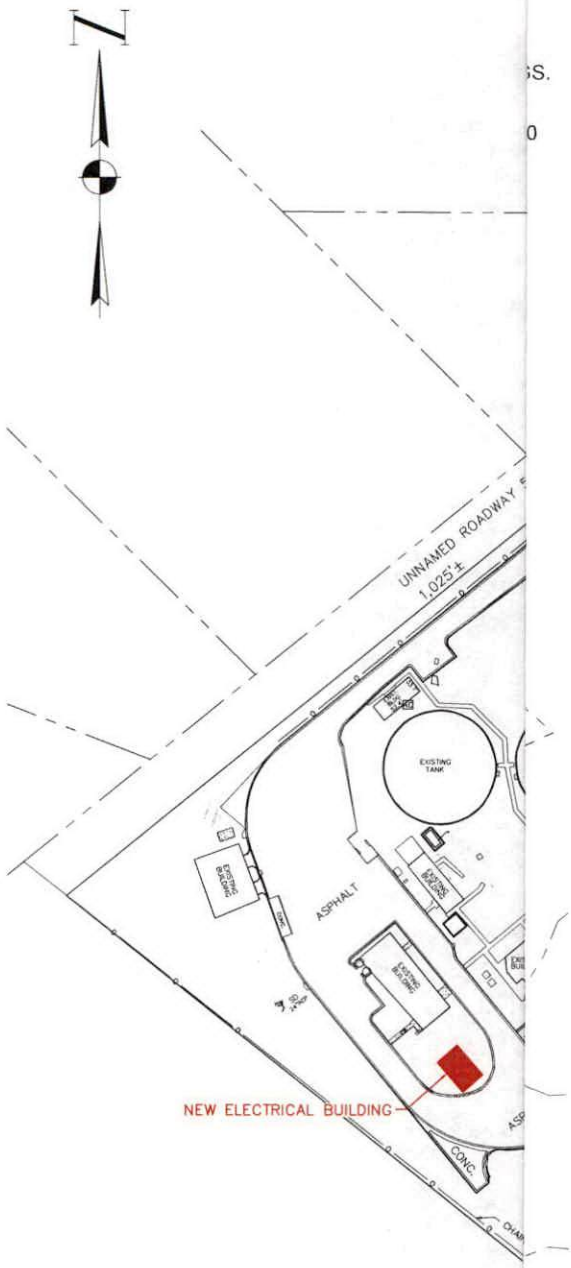



## VICINITY MAP

NOT TO SCALE

SITE DATA

| | |
|---|---|
| EXISTING BUILDINGS | 21,350± S.F. |
| PROPOSED BUILDINGS | 1,200± S.F. |
| PAVEMENT & SIDEWALKS | 145,850± S.F. |
| TANKS | 165,433± S.F. |
| LANDSCAPE | 1,060,087± S.F. |
| TOTAL | 1,393,920± S.F. |




60' 0 60' 120'

GRAPHIC SCALE

PUD MODIFICATION TO ZON2009-02250
SMITH-WRIGHT PLAN
1879 CONCEPTION STREET

ION 44, T4S-R1W, MOBILE COUNTY, ALABAMA

| REVISION | 26 | DRAWN BY: D.W. | APPROVED BY: RCL | SHEET 1 OF 1 |
|---|---|---|---|---|

MAWSS-SMITH-WRIGHT PLANT PUD-MODIFICATION.dwg



# Agenda Item # 11
MOD-003646-2026

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

**Applicant Materials for Consideration**

## DETAILS

**Location:**
1879 Conception Street Road

**Applicant / Agent:**
MAWSS (McCrory & Williams, Inc., Agent)

**Property Owner:**
Daryl Russell

**Current Zoning:**
I-1, Light Industrial District

**Future Land Use:**
Light Industry

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

**Schedule for Development:**
- Immediately

**Proposal:**
- Modification of a previously approved Planned Unit Development.

**Considerations:**
1. Modification of a previously approved Planned Unit Development with seven (7) conditions.

**Report Contents:** **Page**

Context Map ..... 2
Site History ..... 3
Staff Comments ..... 3
Commission Considerations ..... 6
Exhibits ..... 8

# PLANNING COMMISSION
## VICINITY MAP - EXISTING AERIAL




The site is surrounded by residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

## SITE HISTORY

The site was developed as a water treatment plant sometime before 1984.

Rezoning of the property from B-3, Community Business District, to I-1, Light Industrial District was adopted by the City Council on November 23, 1982.

An Administrative Planned Unit Development (PUD) to continue allowing multiple structures on the property site while permitting the construction of additional site improvements was approved in September 2009.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

## STAFF COMMENTS

### Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD MODIFICATION SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

### Traffic Engineering Comments:

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

## Urban Forestry Comments:

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

## Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

## Planning Comments:

The subject site is developed as an existing water treatment facility. An Administrative Planned Unit Development (PUD) approved in 2009 authorized construction of a 2,552-square-foot processing building, along with associated storage tanks and a receiving area. The applicant now proposes to construct two (2) additional electrical buildings on the site with a combined total area of approximately 1,200 square feet. Due to the addition of new structures of this size, the request constitutes a Major Modification to the previously approved PUD and requires amendment of the original PUD site plan.

The property is zoned I-1 (Light Industrial District), within which a water treatment plant is permitted by right. A detailed project description and all associated application materials are available through the link provided on Page 1 of this report.

Site access is provided from Conception Street Road via Treatment Plant Road and an unopened street right-of-way. A 25-foot front yard setback must be illustrated wherever the property has frontage along a public street right-of-way, whether opened or unopened.

The preliminary site plan provides the lot size in acres only. The Final PUD Site Plan should include the total lot area expressed in both acres and square feet. The plan should also retain the provided site data table identifying the total square footage of existing and proposed buildings.

Commercial and industrial uses require buffering where adjacent to residential zoning districts. The subject property abuts undeveloped R-1 (Single-Family Residential) property to the south. Although not depicted on the submitted site plan, recent aerial imagery indicates the presence of an existing vegetative buffer between the residentially zoned property and the water treatment facility. This buffer should be preserved and clearly illustrated on the Final PUD Site Plan.

An existing chain-link fence surrounding the facility is shown on the preliminary plan and should be retained on the Final PUD Site Plan.

Elevation drawings for the proposed electrical buildings were not submitted. The maximum allowable building height in the I-1 District is 45 feet; this limitation should be noted on the Final PUD Site Plan.

Planned Unit Developments are site-plan specific. If approved, a revised PUD Site Plan depicting all existing and proposed improvements must be submitted to the Planning & Zoning Department. The revised plan should include, at a minimum:

- Total lot area in both square feet and acres;
- The size and location of all buildings, tanks, and processing facilities, including the two proposed electrical buildings totaling approximately 1,200 square feet;
- All streets along which the site has frontage, including right-of-way widths;
- Zoning district information;
- Parking and traffic circulation;
- Required buffers, setbacks, and fencing;
- Applicable notes and conditions of approval;
- The site's legal description or recorded plat reference; and
- A graphic scale and north arrow (as shown on the preliminary plan)

The proposed modifications do not require submission of a photometric plan at this time. However, any new site lighting must comply with Article 3, Section 64-3-9.C. of the Unified Development Code (UDC).

No dumpsters or dumpster pads are shown on the site plan, and it is unclear whether any currently exist on the property. Any dumpster placed on site must comply with the enclosure and placement requirements of Article 3, Section 64-3-13.A.4 of the UDC and should be illustrated on the Final PUD Site Plan. Alternatively, a note indicating that curbside waste removal is utilized may be provided.

It is also unclear whether the proposed improvements will require tree removal. If tree removal is proposed, the applicant should coordinate with staff to ensure continued compliance with any approved tree plans on file.

Signage is not included in the application materials. Any future signage will require separate review and permitting through the Planning & Zoning Department. Illuminated signage must be installed by a licensed and bonded sign contractor and will require electrical permits.

The water treatment facility has been in operation since prior to 1984. The proposed additions represent a relatively minor modification to the site and are not expected to adversely affect the surrounding area with

respect to public health, safety, or welfare. Therefore, approval of the requested PUD modification may be appropriate.

Any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

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

## PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

### Standards of Review:

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

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

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

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

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

### Considerations:

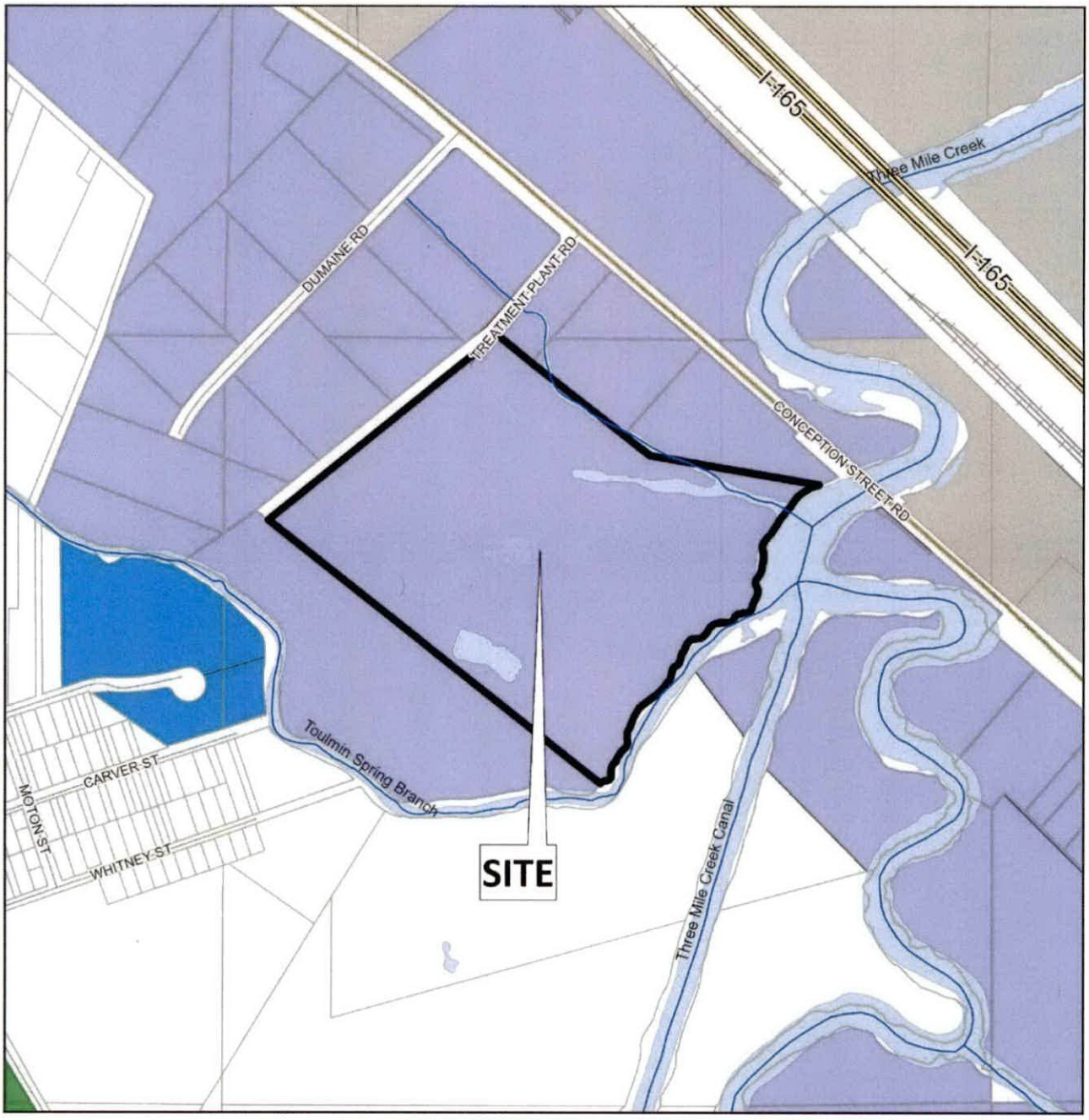
If the Planning Commission considers approval of the request, the following conditions should apply, with revisions submitted to and approved by the Planning and Zoning Department prior to the application being forwarded to the City Council:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:

- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in this staff report;
3. Compliance with all Traffic Engineering comments noted in this staff report;
4. Compliance with all Urban Forestry comments noted in this staff report;
5. Compliance with all Fire Department comments noted in this staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

# LOCATOR ZONING MAP




APPLICATION NUMBER 11 DATE March 19, 2026

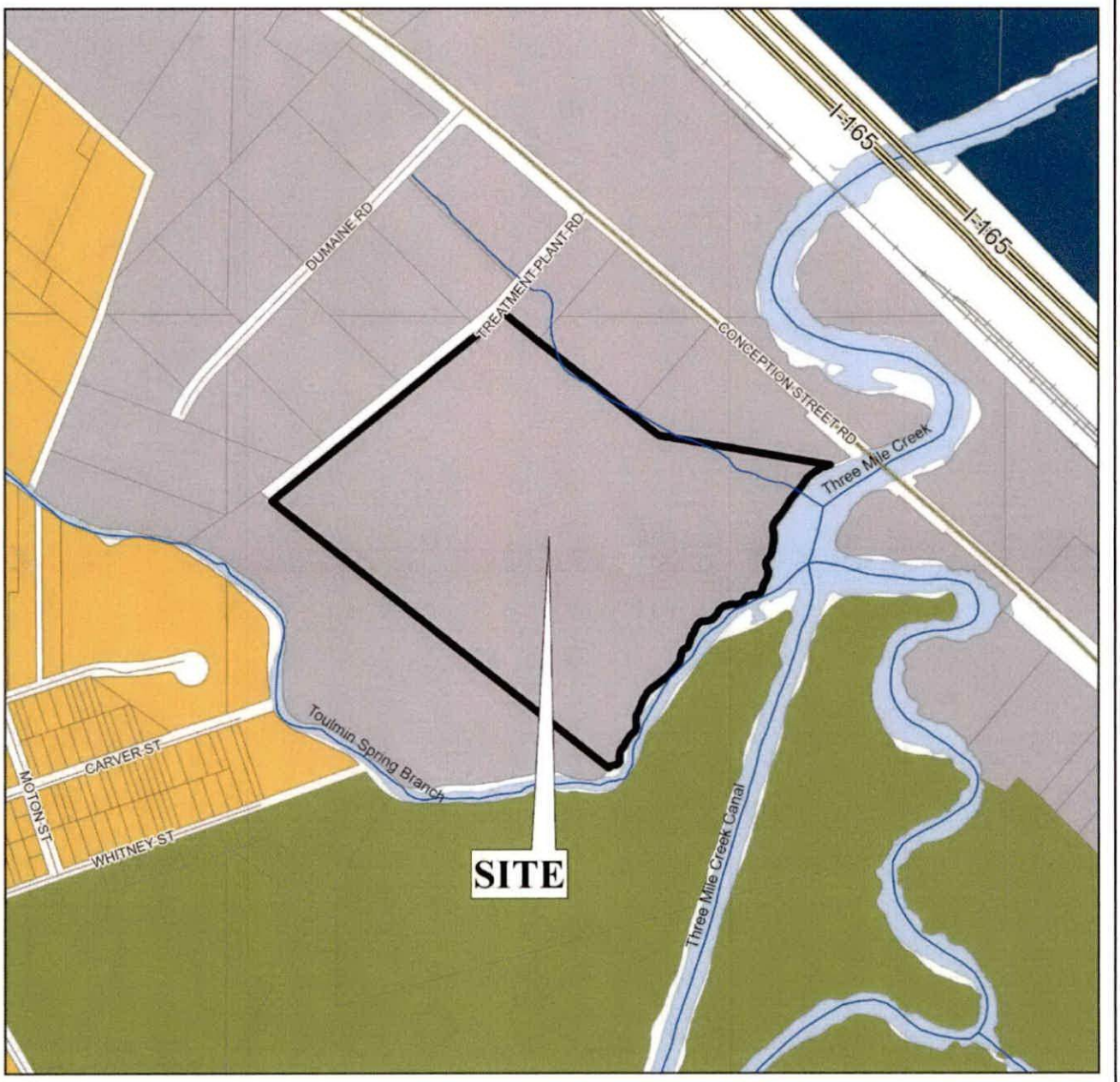
APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

REQUEST PUD Modification

N

NTS

# FLUM LOCATOR MAP




APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

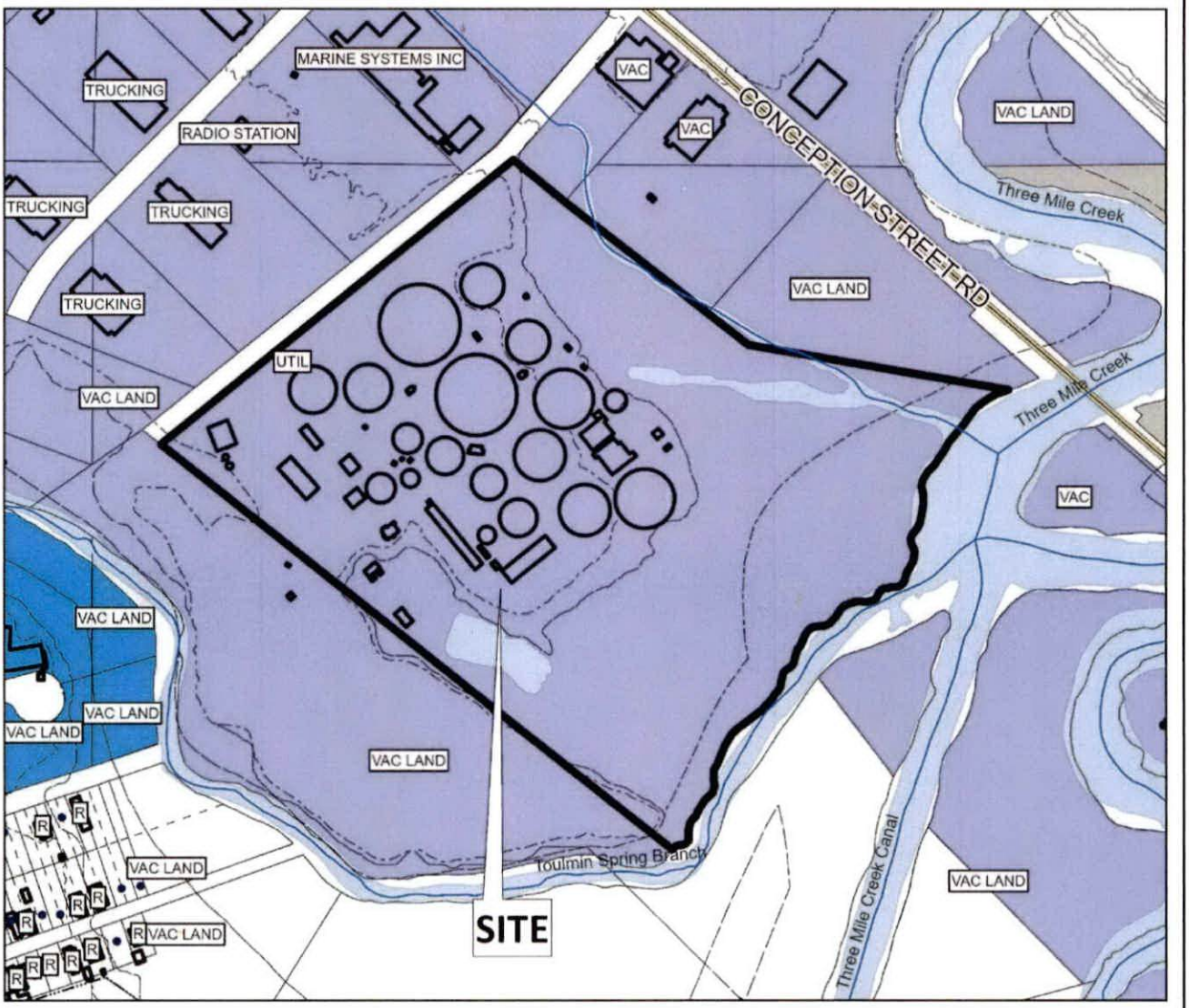
REQUEST PUD Modification

- 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 residential and commercial units.

APPLICATION NUMBER 11 DATE March 19, 2026

APPLICANT MAWSS (McCrory & Williams, Inc., Agent)

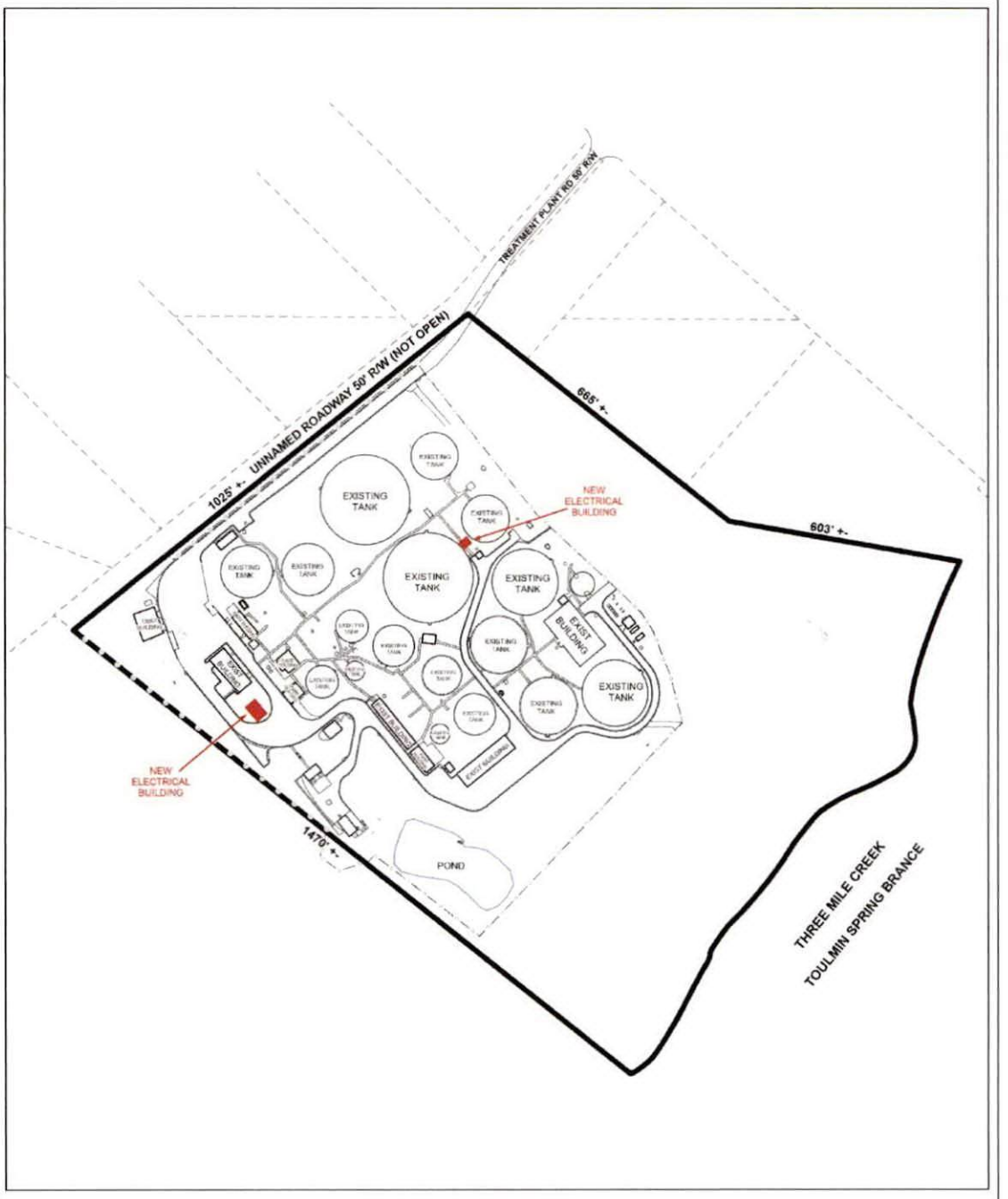
REQUEST PUD Modification

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

N

NTS

# SITE PLAN




The site plan illustrates existing and proposed buildings, drives, and tanks.

| | | | |
|---|---|---|---|
| APPLICATION NUMBER | 11 | DATE | March 19, 2026 |
| APPLICANT | MAWSS (McCrory & Williams, Inc., Agent) | | |
| REQUEST | PUD Modification | | |

N

NTS

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
For Property located at 1879 Conception Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 14, 2026**, a public hearing will be held on the **19th** day of **May, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed Modification of a Previously Approved Planned Unit Development for property located at 1879 Conception Street Road.

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 September 11, 2009, to allow multiple structures on a single building site, located at 1879 Conception Street Road and described as follows:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF CONCEPTION STREET AND THE EAST RIGHT-OF-WAY LINE OF TREATMENT PLANT ROAD; THENCE RUN SOUTH 41°26'36" WEST, 18.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 41°26'36" WEST, 415.00 FEET; THENCE RUN SOUTH 51°33'24" EAST, 1165 FEET, MORE OR LESS TO A POINT ON THE NORTHWEST BANK OF THREE MILE CREEK AND TOULMIN SPRING BRANCH; THENCE ALONG SAID NORTHWEST BANK, RUN SOUTHWESTWARDLY, 1050 FEET, MORE OR LESS; THENCE RUN NORTH 51°33'24" WEST, 1500 FEET, MORE OR LESS; THENCE RUN NORTH 51°26'36" EAST, 1030.00 FEET; THENCE RUN NORTH 41°26'36" EAST, 420.00 FEET;
THENCE RUN SOUTH 45°43'24" EAST, 50.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, on February 16, 2026, 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 the construction of two (2) electrical buildings with a combined total area of approximately 1,200 square feet.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 19, 2026, and recommended approval of the Major Modification of the Planned Unit Development subject to the following conditions:

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;
- Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

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

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

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

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

1. Revision of the Final Planned Unit Development (PUD) Site Plan to depict all existing and proposed improvements and demonstrate compliance with the Unified Development Code and the following requirements:
- Illustration of a minimum 25-foot front yard setback along all public street rights-of-way, whether opened or unopened;
- Provision of the lot size in both square feet and acres;
- Depiction of the existing vegetative buffer adjacent to residentially zoned property;
- Retention of the existing chain-link fence;
- Provision of the size (in square feet) of all buildings, tanks, and processing facilities, including the two proposed electrical buildings;
- Inclusion of zoning district information;
- Illustration of parking and traffic circulation, including a table showing required and provided parking spaces;
- Provision of the site's legal description or recorded plat reference;
- Retention of the graphic scale and north arrow;
- Provision of a note stating that the maximum allowable building height in the I-1 zoning district is 45 feet;
- Provision of a note stating that any new site lighting shall comply with Article 3, Section 64-3-9.C of the Unified Development Code;
- Provision of a note stating that any dumpsters placed on the property shall comply with Article 3, Section 64-3-13.A.4 of the Unified Development Code, or alternatively, that curbside waste removal services will be utilized;
- Provision of a note stating that any proposed tree removal shall be coordinated with staff to ensure compliance with applicable tree preservation requirements;
- Provision of a note stating that any signage shall require separate review and permitting through the Planning and Zoning Department, and that illuminated signage shall be installed by a licensed and bonded sign contractor and obtain required electrical permits;

• Provision of a note stating that any future development or redevelopment of the site may require additional PUD modifications subject to review and approval by the Planning Commission and City Council.

2. Compliance with all Engineering comments noted in the staff report;
3. Compliance with all Traffic Engineering comments noted in the staff report;
4. Compliance with all Urban Forestry comments noted in the staff report;
5. Compliance with all Fire Department comments noted in the staff report;
6. Submittal to and approval by Planning and Zoning of the Final Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of one (1) copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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.

# RESOLUTION

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

Adopted:

_____

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

# RESOLUTION

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

Adopted:

_____

City Clerk

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

The undersigned, Charles H Royal II, individually or on behalf of Henry Evan, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

## I. Certificate Information

Name of Person or Legal Entity seeking certificate:
Charles H Royal II

Mobile Business Address: 2695 Government Blvd Bldg B Mobile, AL 36606

Telephone: [redacted] Trade Name (d/b/a): Henry Evan, LLC

## II. Business Information

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

Birthdat[redacted]

Mobile Residence:
[redacted]
Address City State Zip code

Telephone Number: [redacted]

Residing in Mobile County: Years: 16 Months: 3

U.S. Citizenship: Yes X No

I attest, under penalty of perjury that I am:
X A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

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

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

Business Address: 2695 Government Blvd Bldg B Mobile AL 36606

(If different from address provided in Part I)

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

| Name | Title | Address | Amount of Stock Held (if any) |
|---|---|---|---|
| [redacted] | | | |

**D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:**

| Name | Date | Amount | Location | Disposition |
|---|---|---|---|---|
| | | | | |

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24 hours

How many vehicles (carriages) do you intend to operate? 2

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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

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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

**NAME OF ENTITY:**

Henry Evan, LLC

By: Charles H Royal II

Its CEO

**SWORN TO AND SUBSCRIBED BEFORE ME THIS**

1st **DAY OF** April, 20 26

Notary Public

JAMIE HEBERT
My Commission Expires
March 13, 2029

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

## AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Charles Henry Royal II

Nickname(s) or Maiden Name:

Current Addres [redacted]

Previous Addre [redacted]

Personal Description:

Height: 5'11

Weight: 251

Hair Color: Black

Eye Color: Brown

Social Security Number [redacted]

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

**Signature**

4/1/2026

**Date signed**

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

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

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

NAME: Charles H Royal II

Date of Birth: 04/14/1974 Social Security #: 420-15-7717

Present Address: 8650 Sable Court Semmes, AL 36575

Home Phone Number: 251-767-8725 Work Phone Number: _____

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

Present Employer and Address: Royal Limousine, LLC

Present Position/Title: Owner

**Judicial History:**

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

| VIOLATION | JURISDICTION/COURT | DATE OF CASE | DISPOSITION |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

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

---

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

---

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

---

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

[signature] 4/1/2026

**Signature** **Date Signed**



NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

# Personal Data Report

**General Descriptors**

| | | | |
|---|---|---|---|
| **Name:** | ROYAL, CHARLES HENRY II | | |
| **Address:** | [redacted] | **Nick Name:** | |
| **Phone:** | | | |
| **Race:** | B - BLACK/AFRICAN AMERICAN | **DOB:** | [redacted] |
| **Sex:** | M | **Age:** | 51 |
| **Weight:** | 250 | **Eyes:** | BROWN |
| **Height:** | 5'11" | **Facial:** | |
| **Hair:** | BLACK | **Ethnic:** | NON HISPANIC/NON LATINO |
| **Email1:** | | | |
| **Email2:** | | | |
| **Alt. Address:** | | | |
| **Danger Desc:** | | | |

**Identifying Numbers**

| | | | |
|---|---|---|---|
| **DL State:** AL | [redacted] | **DL Type:** A | [redacted] |
| **MID:** | **FP:** | **DOC:** | |
| **FBI:** | **JRN:** | **SID:** | |

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: Karen Adkins
DATE: 4/1/2026

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Charles H. Royal, II to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 28, 2026, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk