AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 28, 2026, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Dr. Robert Morton, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   July 21, 2026

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of Mobtown After Dark for a waiver of the Noise Ordinance at 2301 Airport

Boulevard on August 19, 2026, from 5:00 p.m. - 10:00 p.m. (District 2).

Request of Shameka Webb Casher for a waiver of the Noise Ordinance at 860 Pine Run Road on August 15, 2026, from 6:30 p.m. - 10:00 p.m. (District 6).

Request of Ashlyn Black for a waiver of the Noise Ordinance at Langan Park on September 6, 2026, from 12:30 p.m. - 4:30 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 1307 Willow Lane a public nuisance and order it demolished (District 3).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Vandlyn Pierre - provide updates on the Mobile City-County Youth Council.

Timothy Hollis - request that Toulminville be recognized as an historic district.

13. ORDINANCES HELD OVER

64-032 Consider the proposed re-zoning for property located at 7271 Grelot Road, from R-1 to B-1 (sponsored by Councilmember Woods).

14. RESOLUTIONS HELD OVER

08-770 Approve purchase order to Sunbelt Fire, Inc. for fire boots and helmets; $60,470.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-773 Transfer funds from General Fund - Athletic/Aquatics to Capital Account - Africatown Welcome Center for consultant contract; $100,000.00 (sponsored by Mayor Cheriogotis) (submitted by Shonnda Smith, Public Works Dept.).

09-774 Authorize one-time lump sum payment to RSA/ERA City of Mobile Retirees under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature; $253,440.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

21-777 Authorize Contract with Aeiker Construction Corporation for installation of new playground equipment at Lavretta Park Playground Court; $449,000.00 (sponsored by Councilmember Gregory and Mayor Cheriogotis) (submitted by

Carleen Stout-Clark, REAM Dept.).

21-778 Authorize Professional Services Contract with Minnikin Resources Incorporated to provide governance review and improvement consulting services; NTE $90,000.00 (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

21-779 Authorize contract with USS Alabama Battleship Commission, d/b/a USS Alabama Battleship Memorial Park, for replacement of teak deck on battleship USS Alabama; $125,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance Dept.).

21-780 Authorize Contract with Longview International Technology Solutions, Inc. for post-disaster support services; NTE $500,000.00 for 3-years (sponsored by Mayor Cheriogotis) (submitted by Lance Slater, Resilience Dept. and John Paine, Purchasing Dept.).

15. ORDINANCES BEING INTRODUCED

07-033 Ordinance to amend and restate Chapter 7 of the Mobile City Code and the City of Mobile's Schedule of Fines (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-783 Authorize the Mayor to apply, accept, and receive a grant from the Department of Justice's Office of Community Oriented Policing Services for the FY 2026 Law Enforcement and Mental Health and Wellness Act program; $250,000.00 (no local match) (sponsored by Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Curtis Graves, Public Safety).

40-784 Declare the structure at 1307 Willow Lane a public nuisance and order it demolished (sponsored by Councilmember Small).

58-785 Declare weeds noxious, Group #1680 (sponsored by Mayor Cheriogotis).

58-786 Assess costs for removal of weeds, Repeat Weed Lien Group #102 (sponsored by Mayor Cheriogotis).

60-787 Determine an appropriation to James T. Strickland Youth Center serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Logan Gewin, Finance Dept.).

60-788 Determine an appropriation to The Liberty Learning Foundation serves a public purpose and approve payment (sponsored by Mayor Cheriogotis) (submitted by Logan Gewin, Finance Dept.).

17. CIP RESOLUTIONS BEING INTRODUCED

01-789 Authorize Agreement with Tindle Construction, LLC for repairs to the upstairs restroom and breakroom of the Transit Building; $161,000.00 (sponsored by Mayor Cheriogotis) (submitted by Joseph Snowden, Administrative Services).

08-790 Approve purchase order to GameTime for replacement of playground netting and rubber safety surfacing for Medal of Honor Park; $71,785.23 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-791 Approve purchase order to Business Oriented Software Solutions, Inc. for annual renewal of BossDesk service ticket and asset management software for MIT; $18,450.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-792 Approve purchase order to Best Price Services, LLC for storm drainage vegetation and debris removal, 6821 Garden Ridge Ct. to 6820 Coventry Ct.; $19,500.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-793 Approve purchase order to J J Quality Homes, LLC for storm drainage vegetation and debris removal, Todd Acres Dr. to Commerce Blvd., W.; $21,618.22 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-794 Approve purchase order to CDW Government, LLC for 15 desktop computers for MFRD; $23,848.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-795 Approve purchase order to Dell Marketing, LP for 50 desktop computers for MPD; $78,520.50 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-796 Approve purchase order to Howard Industries, Inc. for annual renewal of device management software for MIT; $34,254.00 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-797 Approve purchase order to MCCi, LLC for annual renewal of Laserfiche document management software for MIT; $49,378.33 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

08-798 Approve purchase order to Vector Solutions, Inc. for annual renewal of software and support for managing training, qualifications, evaluations, and equipment for MFRD; $85,877.43 (sponsored by Mayor Cheriogotis) (submitted by John Paine, Purchasing Dept.).

09-799 Authorize a one-time Cost-of-Living Adjustment for certain classes of pensioners of the Police and Firefighter's Retirement Plan (sponsored by Mayor Cheriogotis) (submitted by Kathlyn Scott, Police & Fire Pension Dept.).

25-800 Accept a Temporary Construction Easement from R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

25-801 Grant a Non-exclusive Access Easement and right-of-way to R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

25-802 Accept a Recreational Easement from R-Cubed, LLC for construction of Three Mile Creek Greenway Trail Project, Segment 5 (sponsored by Councilmember Penn and Mayor Cheriogotis) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout-Clark, REAM Dept.).

60-803 Authorize Settlement Agreement and Release of Claims; Jefferson (sponsored by Mayor Cheriogotis) (submitted by Robert Shreve, City Attorney).

19. CALL FOR PUBLIC HEARINGS

41-804 Call for public hearing to consider the application to rezone property located at 1509 Navco Road from B-2 to B-3 (scheduled for September 1, 2026) (District 3).

41-805 Call for public hearing to consider the application to rezone property located at 4600-A Hamilton Boulevard from R-A to I-2 (scheduled for September 1, 2026) (District 4).

41-806 Call for public hearing to consider the application to rezone property located at 97 Center Drive from R-1 to R-3 (scheduled for September 1, 2026) (District 5).

41-807 Call for public hearing to consider the application of Everbliss Senior Solutions, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for August 11, 2026).

20. ANNOUNCEMENTS

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider the Proposed Re-Zoning
For Property located at 7271 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 16, 2026**, a public hearing will be held on the **21st** day of **July, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the proposed re-zoning for property located at 7271 Grelot Road from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

TO WIT

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00"49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89"23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00'12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89'41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89'28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12'21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00'13'57" WEST A

DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89"05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89'30'36" EAST A DISTANCE OF 104.62 FEET TO A POINT; THENCE RUN SOUTH 00'07'44" EAST A DISTANCE OF 190.27 FEET TO A POINT; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00·12'47" WEST A DISTANCE OF 188.03 FEET TO POINT OF BEGINNING; LOT CONTAINS 0.45 ACRES.

ALSO

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89'23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 107.41 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 104.34 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00'07'43" EAST A DISTANCE OF 192.50 FEET TO A REBAR FOUND; THENCE RUN NORTH 89'15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00'07'44" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.46 ACRES.

The classification of said property is hereby changed from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile,

and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an B-1, until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of July, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th day of June, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7241, 7251, 7261 and 7271 Grelot Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property **from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following condition has been complied with:1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

TO WIT

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00'52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00"49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89'23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89"23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00'36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89'30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00'12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89'41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89'28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12'21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00'13'57" WEST A DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89"05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

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The classification of said property is hereby changed **from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **B-1,** until all of the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Steven D. Cooner
7241, 7251, 7261 and 7271 Grelot Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 5, 2026
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission, at its meeting on **May 21, 2026**, considered the request of **Steven D. Cooner,** for a change in zoning **from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1),** for the property located at **7241, 7251, 7261 and 7271 Grelot Road**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 2, 2026

Steven D. Cooner
[redacted]

Re: 7241, 7251, 7261, and 7271 Grelot Road
ZON-UDC-003682-2026
Steven D. Cooner
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1)

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

At its meeting on May 21, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-1, Buffer Business Suburban District**:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would not adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.

As such, the Planning Commission voted to recommend approval of Rezoning the property **to B-1, Buffer Business Suburban District**, to the City Council, subject to the following condition:

1. Full compliance with all municipal codes and ordinances.

[redacted]

ZON-UDC-003682-2026 7241, 7251, 7261, and 7271 Grelot Road
June 2, 2026

The advertising fee for this application is based on the current legal description is **$478.80.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: D. Logan Anderson

D. Logan Anderson
Principal Planner II, Planning and Zoning

[redacted]

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

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

	Applicant	Agent (If Applicable)
Address:	[redacted]	[redacted]
Email:		
Phone:		
Email:		
Name:	Steven D. Cooner	James "Jimmy" Lyon

[redacted]

	Owner	Design Professional
Name:	Steven D. Cooner	William G. Luker
Firm:	[redacted]	
Phone:		
Email:		
Address:		

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

7241, 7251, 7261 & 7271 Grelot Rd. Mobile, AL 36695 — Property Address

1.87 Acres — Property Area (acres or square feet)

618870, 618861, 618843 — Parcel Number(s) or Key Number(s)

R-1: Single-Family Residential — Present Zoning or Transect District

LB-2: Limited Neighborhood Business — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Steven D. Cooner — Owner Signature

3-18-25 — Date

Ap — dotloop verified 03/18/26 5:40 PM CDT LSBJ-HC3P-R3VV-FRI7

03/18/2026 — Date

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

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

Applicant or Agent Signature — dotloop verified 03/18/26 5:40 PM CDT PZ9Y-ZGIA-YVPA-TRMT

03/18/2026 — Date

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   Proposed rezoning promotes development of the support services to serve the area.

	LB-2
Future Land Use Map (FLUM) Designation	Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   The rezoning of these parcels allows small business establishments that serve the residents of the area to be developed.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The increasing population of the area creates the demand for the business establishments that will be developed on these lots.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends in the area for currently undeveloped property are residential and small business.

2. Describe the surrounding land uses.
   Land use in the area is residential and small business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   No potential adverse impacts identified.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The development will be small establishments with minor utility need. The infrastructure is in place for water, sewer, gas, and other utility services needed.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposal allows development of small business establishments which provides the services needed by the existing and future residents of the area.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Not Applicable

[redacted]

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ■ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Thursday March 12, 2026 5:30 P.M. to 7:00 P.M.

2. What information was presented at the meeting?
   See attached minutes of meeting.

3. What concerns were raised during the meeting?
   Drainage, traffic generated, noise along with possible issues with trash and rodents.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Several of the attendees requested the zoning to be changed from LB-2 to B-1.

[redacted]

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project _____

Address 7241, 7251, 7261, & 7271 Grelot Road, Mobile, AL 36695

Owner Steven D. Cooner

[redacted]

Authorized Agent James Lyon

[redacted]

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer William G. Luker

[redacted]

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Janet McIlwain

Signature Print

3/20/2026

Date

[redacted]

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   Proposed rezoning promotes development of the support services to serve the area.

   Future Land Use Map (FLUM) Designation

   LB-2
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   The rezoning of these parcels allows small business establishments that serve the residents of the area to be developed.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The increasing population of the area creates the demand for the business establishments that will be developed on these lots.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Development trends in the area for currently undeveloped property are residential and small business.

2. Describe the surrounding land uses.
   Land use in the area is residential and small business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   No potential adverse impacts identified.

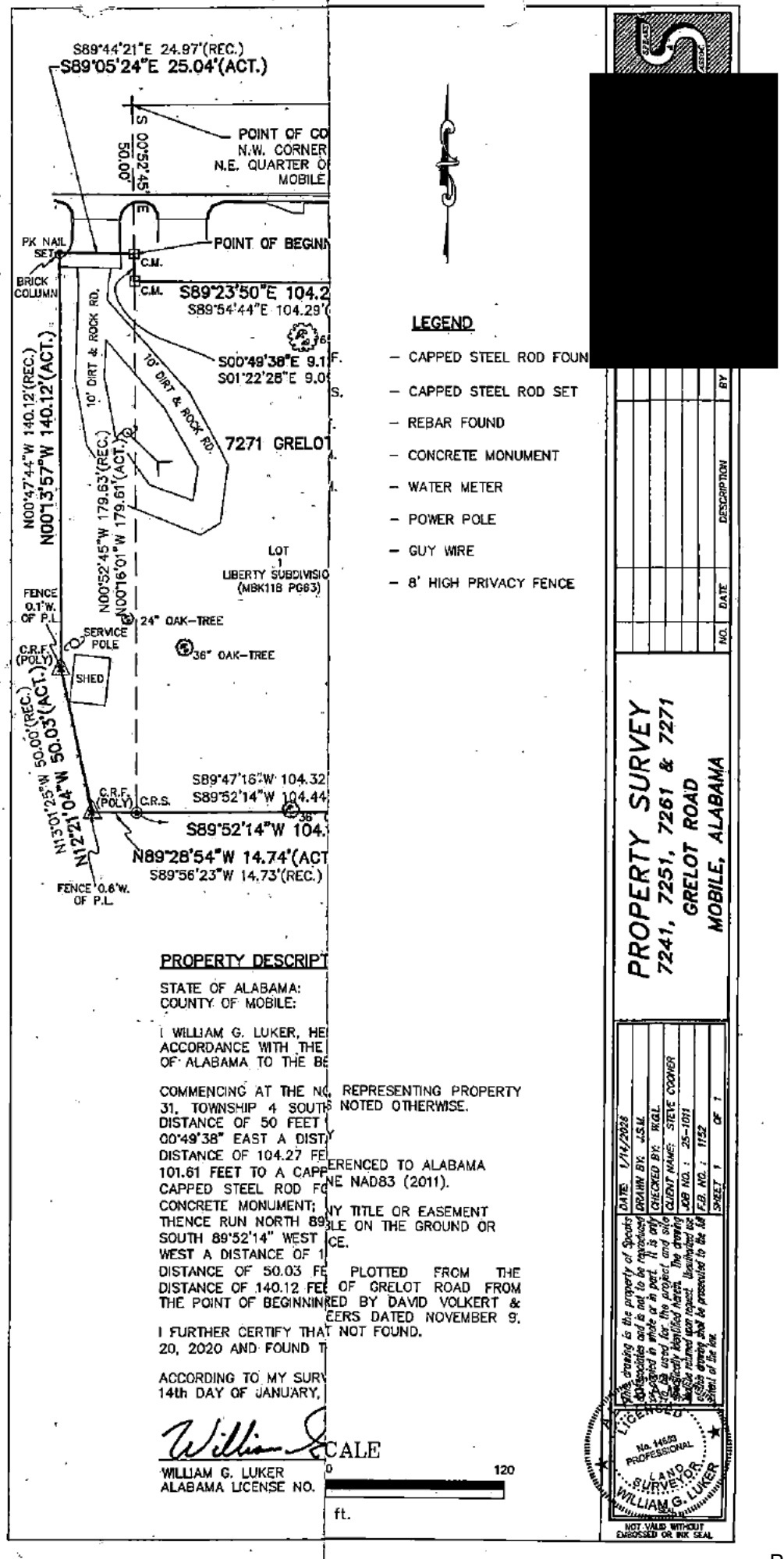
4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   The development will be small establishments with minor utility need. The infrastructure is in place for water, sewer, gas, and other utility services needed.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   The proposal allows development of small business establishments which provides the services needed by the existing and future residents of the area.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Not Applicable

[redacted]


S89°44'21"E 24.97'(REC.)
S89°05'24"E 25.04'(ACT.)
POINT OF CO
N.W. CORNER
N.E. QUARTER O
MOBILE
POINT OF BEGIN
PK NAIL SET
C.M.
BRICK COLUMN
S89°23'50"E 104.2
S89°54'44"E 104.29'
S00°49'38"E 9.1
S01°22'28"E 9.0
10' DIRT & ROCK RD.
7271 GRELOT
N00°47'44"W 140.12'(REC.)
N00°13'57"W 140.12'(ACT.)
N00°52'45"W 179.63'(REC.)
N00°16'01"W 179.61'(ACT.)
LOT 1
LIBERTY SUBDIVISIO
(MBK118 PG83)
FENCE 0.1'W. OF P.L.
SERVICE POLE
24" OAK-TREE
36" OAK-TREE
C.R.F. (POLY)
SHED
N13°01'25"W 50.00'(REC.)
N12°21'04"W 50.03'(ACT.)
S89°47'16"W 104.32
S89°52'14"W 104.44
C.R.S.
S89°52'14"W 104.
N89°28'54"W 14.74'(ACT
S89°56'23"W 14.73'(REC.)
FENCE 0.6'W. OF P.L.
LEGEND
– CAPPED STEEL ROD FOUN
– CAPPED STEEL ROD SET
– REBAR FOUND
– CONCRETE MONUMENT
– WATER METER
– POWER POLE
– GUY WIRE
– 8' HIGH PRIVACY FENCE
PROPERTY DESCRIPT
STATE OF ALABAMA:
COUNTY OF MOBILE:
I WILLIAM G. LUKER, HE
ACCORDANCE WITH THE
OF ALABAMA TO THE BE
COMMENCING AT THE NO
31, TOWNSHIP 4 SOUTH
DISTANCE OF 50 FEET
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DISTANCE OF 140.12 FE
THE POINT OF BEGINNIN
I FURTHER CERTIFY THAT
20, 2020 AND FOUND T
ACCORDING TO MY SURV
14th DAY OF JANUARY,
WILLIAM G. LUKER
ALABAMA LICENSE NO.
REPRESENTING PROPERTY
NOTED OTHERWISE.
ERENCED TO ALABAMA
NE NAD83 (2011).
NY TITLE OR EASEMENT
BLE ON THE GROUND OR
CE.
PLOTTED FROM THE
OF GRELOT ROAD FROM
RED BY DAVID VOLKERT &
EERS DATED NOVEMBER 9,
NOT FOUND.
SCALE
0
120
ft.
PROPERTY SURVEY
7241, 7251, 7261 & 7271
GRELOT ROAD
MOBILE, ALABAMA
NO. DATE DESCRIPTION BY
DATE: 1/14/2026
DRAWN BY: J.S.M.
CHECKED BY: W.G.L.
CLIENT NAME: STEVE COONER
JOB NO.: 25-1011
F.B. NO.: 1152
SHEET 1 OF 1
This drawing is the property of Sprotts and is not to be reproduced or assigned in whole or in part. It is only to be used for the project and site specifically identified herein. The drawing and/or related work thereto is not to be presumed to be fit for any other project or site without the written consent of the firm.
LICENSED
No. 14693
PROFESSIONAL
LAND SURVEYOR
WILLIAM G. LUKER
NOT VALID WITHOUT EMBOSSED OR INK SEAL
Z:\Files\users\Janet\Surveys\2025 Survey Jobs\25-1011 7241, 7251 & 7261 Grelot Road Survey Re-Zoning\Survey Re-zoning Lidar Lots 7241, 7251 & 7261 Grelot Road.dwg, Jan 14, 2026 - 8:51:25AM, CAD3

LOT 7251 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°30'36" EAST A DISTANCE OF 104.62 FEET TO A POINT; THENCE RUN SOUTH 00°07'44" EAST A DISTANCE OF 190.27 FEET TO A POINT; THENCE RUN NORTH 89°15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00°12'47" WEST A DISTANCE OF 188.03 FEET TO POINT OF BEGINNING; LOT CONTAINS 0.45 ACRES.

LOT 1 LIBERTY SUBDIVISION MBK 118 P 63 AND LOT 7261 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 2.79 FEET TO A POINT; THENCE RUN SOUTH 00°12'47" WEST A DISTANCE OF 188.03 FEET TO A POINT; THENCE RUN NORTH 89°41'46" WEST A DISTANCE OF 208.45 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 89°28'54" WEST A DISTANCE OF 14.74 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 12°21'04" WEST A DISTANCE OF 50.03 FEET TO A CAPPED STEEL ROD FOUND(POLY); THENCE RUN NORTH 00°13'57" WEST A DISTANCE OF 140.12 FEET TO A PK NAIL SET; THENCE RUN SOUTH 89°05'24" EAST A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.96 ACRES.

LOT 7241 GRELOT ROAD

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°52'45" EAST A DISTANCE OF 50 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°49'38" EAST A DISTANCE OF 9.12 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 89°23'50" EAST A DISTANCE OF 104.27 FEET TO A CAPPED STEEL ROD FOUND; THENCE RUN NORTH 89°23'50" EAST A DISTANCE OF 101.61 FEET TO A CAPPED STEEL ROD SET; THENCE RUN NORTH 00°36'10" WEST A DISTANCE OF 7.31 FEET TO A CAPPED STEEL ROD FOUND(REGAN); THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 107.41 FEET TO A POINT, ALSO BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89°30'36" EAST A DISTANCE OF 104.34 FEET TO A CONCRETE MONUMENT; THENCE RUN SOUTH 00°07'43" EAST A DISTANCE OF 192.50 FEET TO A REBAR FOUND; THENCE RUN NORTH 89°15'39" WEST A DISTANCE OF 104.35 FEET TO A POINT; THENCE RUN NORTH 00°07'44" WEST A DISTANCE OF 190.27 FEET TO THE POINT OF BEGINNING; LOT CONTAINS 0.46 ACRES.

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: April 28, 2026

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

_____

_____

Neighborhood Meeting Date: April 23, 2026

Neighborhood Meeting Time: 5:30 P.M. to 6:30 P.M.

Neighborhood Meeting Location: Covenant Church (EdgeBuilding in rear) 7150 Hitt Road

_____

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

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

Applicant's Name: Steven Cooner
(First Name & Last Name)

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

X Steven D. Cooner Date: 4-28-26

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

3/28/26

My name is Steve Cooner, we held a neighborhood meeting on March 12. My mother-in-law passed away at the same time all this was going on and we only had 4 days from March 12 meeting - March 16 to submit the application.

Because of time in skipping to the next month's commission meeting. The city required that I hold another neighborhood meeting.

The notes from the first meeting will be entered into the minutes of the second meeting.

If you were at the last meeting, please note that I am lowering my request from the (LB-2) Zone that the Remax building has next door to (B-1).

If you have any more questions, please feel free to come. Jimmy Lyon and I will be there as before.

April 23, 2026 between 5:30 PM and 6:30 PM at the same location 7150 Hitt Rd., behind Covenant Church in the youth building called "The Edge."

At center are 7271, 7261, 7251, 7241, Grelot Rd.

If you're OK with the B1 Zoning and you have no more questions please don't feel like you have to come. Please note that instead of 1 1/2 hrs. we will only be there at 1 hour this time.

Exit Reality Lyon, [redacted]

The neighborhood meeting will be held at the following date time and location: Thursday, April 23, 2026. 5:30 PM through 6:30 PM.

As before, it's at the "The Edge," behind the Covenant Church at 7150 Hitt Rd. 36695.

Note: Commission Meeting May 2PM

NEIGHBORHOOD MEETING MINUTES

Rezoning Application – R-1 to B-1

Date	April 23, 2026
Time	5:30 PM – 6:30 PM
Location	Covenant Church, 7150 Hitt Road, Mobile, AL (Church Building – Rear)
Project Address	7241, 7251, 7261, and 7271 Grelot Road, Mobile, Alabama
Attendees	8 neighboring residents (see attached sign-in sheet)

Parties Present

- **James (Jimmy) Lyon and Susan Lyon**, Exit Realty Lyon – Meeting hosts; Assisting the property owner with change of zoning for listing purposes. Sue Lyon notes taker.
- **Steve Cooner** – Property Owner
- **Jerry Luker, Speaks & Associates Engineering** – Project engineer
- 8 neighboring residents *(names on sign-in sheet)*

Purpose of the Meeting

This neighborhood meeting was convened to inform nearby residents of a pending application to rezone the subject properties at 7241, 7251, 7261, and 7271 Grelot Road, Mobile, Alabama from R-1 (Single Family Residential Suburban District) to B-1 (Buffer Business Suburban District).

Background

The meeting hosts, James and Susan Lyon of Exit Realty Lyon, are assisting property owner Steve Cooner with the application to change the zoning on his 4 lots from R-1 to B1 and will most likely be listing the lots for sale in the future. The properties are considered most conducive to business zoning given that an existing commercial strip building with four to five tenants is located adjacent to the subject lots.

This was the second neighborhood meeting held regarding these properties. At the initial meeting, the proposed rezoning was from R-1 to LB-2. However, neighboring homeowners attending the first meeting—whose properties back up to the subject lots—objected to certain types of businesses permissible under LB-2 zoning. In response to

those concerns, the applicant is revising the zoning request to B-1 per discussion in the first meeting.

Presentation Summary

The meeting hosts provided an overview of the proposed rezoning application, explaining the distinction between R-1 (Single Family Residential Suburban District) and B-1 (Buffer Business Suburban District) zoning designations. One attendee independently researched the B-1 classification online to obtain a more detailed list of permissible business types under that zoning category. He shared that information with the group.

A property survey with topographic information was made available on a table at the front of the room for attendees to review and examine before, during, and after the meeting.

Questions and Discussion

Following the presentation, the meeting was opened for questions from the attending neighbors.

Question from Mr. Friend:

- What types of businesses are permitted on these properties under B-1 zoning?
- How close can structures be built to the existing fence line?

Response:

Project engineer Jerry Luker addressed both questions. He explained the typical property setback requirements applicable to commercial development and confirmed the types of businesses that are permissible under B-1 zoning. His responses were further confirmed by James Lyon.

Questions from Jaimin Tenz:

- Mr. Tenz noted that his neighborhood has three entrances and asked whether traffic accessing the proposed B-1 properties could cut through the neighborhood.
- He also asked about lighting associated with a B-1 development and how it might affect the surrounding residential area.

Response:

Steve Cooner and James Lyon addressed the cut-through traffic question. Jerry Luker addressed the lighting question.

Question from Tonyea Weber:

- Ms. Weber asked for confirmation that the B-1 zoning classification would appear on the permit.

Response:

Jerry Luker, Project Engineer, confirmed that the application has been filed with the B-1 zoning designation as requested and recommended at the first meeting.

Question from Tonyea Weber (Lot 2 Drainage):

- Ms. Weber asked about a large drainage pipe running through Lot 2 and how its presence would affect future development of that parcel.

Response:

James Lyon explained that Lot 2 may be priced lower to account for the large pipe running through it, as relocating the pipe would likely be very costly for a future buyer but the lot would still accommodate a building.

Question from Mr. Friend (Retention Pond):

- Where would the retention pond be located?

Response:

Jerry Luker explained that if the four lots are purchased separately, each lot would have its own individual retention area as submitted and approved by any new owners development /building plans submitted. However, if a single buyer or company were to purchase all four lots together, the retention area would most likely be consolidated along the rear of all four lots.

Additional Questions Submitted by Tonyea Weber (suggested by an attorney friend of Ms. Webers.

Mr. Friend prompted Ms. Weber to ask questions from an attorney friend she had consulted with. Ms. Weber shared the following list of attorney-prepared questions along with the responses provided at the meeting.

Q1: Will the rezoning application include a site plan and description of the proposed property use?

Jerry Luker confirmed that it will. He also advised that once the permit application is submitted, a staff report will be generated. That report typically includes the city's recommendations and addresses traffic, buffering, drainage, and compatibility with nearby properties.

Q2: Can the neighbors obtain a copy of the staff report?

Jerry Luker clarified that the staff report is not available in advance; it is produced and provided to parties after the permit application has been officially submitted.

Q3: Are there records showing when the subject properties were annexed into the City of Mobile and what zoning they received at that time?

James Lyon and Jerry Luker explained that when the City of Mobile annexed the Grelot Road properties several years back, those parcels (which had no prior zoning designation being located in the county)—were automatically defaulted to R-1 zoning. This is the reason a rezoning application is now necessary, as R-1 is not compatible with the current and anticipated use of the area the lots are in.

Q4: Is there evidence of past commercial use of the property, including permits, licenses, or approvals?

Steve Cooner stated that when he purchased the property, buildings were already present on the site, and he operated Cooner Roofing from that location for several years. James Lyon added that Beech Cabinets also operated on the property for many years—the owner had lived in a house on the parcel with the cabinet shop located behind it, and the business ran until Mr. Beach's passing. A real estate office and at least one other business also operated there at various times, though James Lyon could not recall the name of either.

Q5: What does the current zoning map and the City's future land use map show for the Grelot Road properties?

The meeting hosts advised Ms. Weber and the other neighbors that this information was not available at the meeting, but that they may be able to obtain it by contacting the City of Mobile directly.

Q6: Is there any traffic, drainage, or utility information related to how the property would be developed?

Jerry Luker advised that when a buyer purchases the property and submits development or building plans, the neighboring residents should be notified and should have access to relevant development information at that time.

Adjournment

With all questions addressed, the meeting was called to a close at 6:08 PM. These minutes were typed and transcribed for clarity. The applicant's signature is by the minute's taker and the hand-written notes are signed by the property owner to attests to the accuracy of this summary.

Prepared By

Susan Lyon, Exit Realty Lyon

Date: April 23, 2026

Signature: _____

Note: Sign-in sheet listing the names of the eight neighbors in attendance is attached to these minutes.

Neighborhood Meeting

Date: 4-23-26

Time: 5:30 PM

Location of Neighborhood Meeting: Covenant Christian Church

Project Location: 7241, 7251, 7261, 7271 Grelot Rd

Project/Application (e.g. Rezoning from R-1 to B-1): _____

_____

_____

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [redacted] Date:

Neighborhood Meeting

Date: 4-23-26

Time: 5:30 PM

Location of Neighborhood Meeting: Covenant Christian Church

Project Location: 7241, 7251, 7261, 7271 Grelot Rd.

Project/Application (e.g: Rezoning from R-1 to B-1):

[redacted]

Neighborhood Meeting Summary

Meeting Date: April 23, 2026

Meeting Time: 5:30

Meeting Location: _____

Below is a summary of the proposed project presented at the Neighborhood Meeting:

Said why here - changing zoning from R1 to B1
Q What's difference? Participant explained based on information sheets describing what type of business can go there & read from the Website.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

Sign in sheet - passed around on clipboard
Property survey with TOPO - on table and accessible to anyone that wants to see/study them.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

Q Mr. Friend asked what type of properties/business can go there. Also asked how close any thing could be built up to the fence. A Jerry Luker Project engineer, answered about the setbacks confirming what James Lyon said.

Q Their neighborhood has 3 entrances so will any traffic in the B1 property cut through their neighborhood. Also asked about lighting. Answered by Steve Cooper, Jimmy Lyon, & Lighting addressed by Jerry Luker.

Neighborhood Meeting Summary

Date: _____ **Meeting Location:** Covenant Christian Church

Applicant: _____ **Application:** _____

(Meeting summary, continued)

Q (1) Tonya Webber asked for confirmation that the zoning classification of B1 will be on the permit. Jerry Luker, project engineering, confirmed the application has been filled out with B1

Q Tonya Weber - asked about the Lot 2 that has drainage thru it (pipe) Jimmy Lyon says that Lot 2 may be priced lower in consideration

Q Mr. Friend ask where would retention pond go. Jerry Luker says seperate retention if 4 different owners. But if 1 person/company bought all 4 lots - they would most likely put retention pond across the back of all 4 lots.

Mr. Friend asked if atty questions were answered (Q from list

1) asked about zoning application & if NO could confirm B-1 Jerry said filed B1.
2) Planning commission staff report - Jerry will get when avail.
3) Current zoning map & City's future use map for Gulot Rd - N/A to us
4) When property was brought into city - Cooner & Lyon explained about property being annexed into the city of Mobile & auto zoned R1
5) neighbors will be notified when new owner develops or builds.

Q was is there any traffic, access, drainage, & utility info related to how property would be developed.

No further questions so meeting was ended

get emails from Tonya for Q

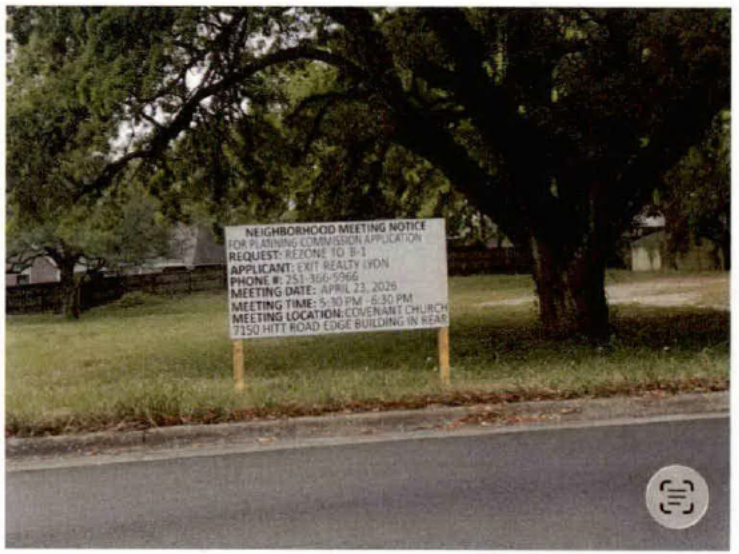
If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:08 pm.

Applicant's signature attesting to the accuracy of this summary:

X Steven Dwain Cooner **Date:** 4/23/2026

[redacted]


NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONE TO B-1
APPLICANT: EXIT REALTY LYDN
PHONE #: 251-366-5966
MEETING DATE: APRIL 23, 2026
MEETING TIME: 5:30 PM -6:30 PM
MEETING LOCATION: COVENANT CHURCH
7150 HITT ROAD EDGE BUILDING IN REAR

Outlook

ZON-UDC-003682-2026 Steven D. Cooner Rezoning

[redacted]

Some people who received this message don't often get email from gregwgolden@hotmail.com. 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.

Re;
7241 Grelot Road
ZON-UDC-003682-2026
Steven D. Cooner
Rezoning

Dear Commission Members:

My wife and I live in the Smithfield neighborhood directly across Grelot Road from the property Mr. Cooner is requesting to rezone and develop.

Wilderness Road is 100 feet from Mr. Cooner's property. It is one of the two primary neighborhood entrances to Smithfield that would be immediately and adversely affected by additional traffic along Grelot Road.

We DO NOT wish to see this proposed zoning change go forward. This is a safety concern for us.

Any additional traffic in the area of Grelot Road fronting Mr. Cooner's property will detract from the safety and quality of life in the Smithfield, Brentwood, Westchester, Brockton Place, Cameron Place, and Stonehedge neighborhoods. The entrance to and egress from these six neighborhoods along this one-mile section of Grelot Road would certainly be adversely affected by additional traffic resulting from the granting of Mr. Cooner's proposal.

Grelot Road is a rarely-patrolled 5-lane "raceway" connecting Cody Road and Schillinger Road. Drivers who try to abide by the posted 40 mph speed limit are routinely overrun by drivers passing by who consider this stretch of road to be their dragstrip. Exiting these six neighborhoods nowadays requires reaching the center lane and waiting for an opportunity to merge safely into traffic. This is a challenge and concern, day or night.

Signage currently at the Grelot Road traffic circle directs vehicles from the western parts of Mobile County to use eastbound Grelot Road as their best route to Interstate 10. This alone has increased traffic

on the very mile that all six of the aforementioned neighborhoods must use. We don't need to encourage more traffic, and would prefer to see less.

Please do not approve any rezoning or development that would add to the complexity of safely navigating Grelot Road, which is currently needed and used by fully a thousand households in the City of Mobile.

Thank you.

[redacted]

Outlook

Steven D. Cooner (ZON-UDC-003682-2026)

[redacted]

Good morning,

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

1. **Neighborhood Meeting Documentation:** Neighborhood Meeting documentation from a meeting held on March 12, 2026, was submitted; however, this date does not meet the required timeframe for consideration of the rezoning request at the May 21 Planning Commission meeting.

   Based on the attached Neighborhood Meeting Packet, the earliest eligible meeting date for the May 21 Planning Commission agenda is **March 23, 2026**. Therefore, Planning and Zoning cannot accept the submitted Neighborhood Meeting documentation for this cycle.

   A new Neighborhood Meeting will be required and must be held **no earlier than March 23, 2026**, and **no later than April 30, 2026**. All required notices and signage must comply with the prescribed timelines outlined in the attached packet.

   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.

2. **Legal Descriptions:** Please note that complete legal descriptions for each subject property—clearly defining the full boundaries of the rezoning sites—are required to calculate City Council advertising fees.

   Following the Planning Commission's recommendation, these legal descriptions must be submitted to the Planning and Zoning Department for review before the application can proceed to City Council for final consideration.

   - The Revenue Commission summaries provided are insufficient as they do not accurately describe each property. Please refer to your deed(s) or survey(s) for complete legal description of each property.

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

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

If all requirements are fulfilled **by noon on April 20, 2026**, the application will be considered **partially complete** and placed on the agenda for the **May 21, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026,** the application will be automatically held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning

Outlook

Re: Steven D. Cooner (ZON-UDC-003682-2026)

[redacted]

Good afternoon,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, May 6, 2026**.
   Note: To date, only a photograph of the Neighborhood Meetings sign has been received, but it is not time or date stamped, as required.
2. **DWG File Submission:** If you have not already done so, please submit the **DWG AutoCAD file** for the conceptual plan to our GIS staff. For your convenience, **Marine** and **Tori** have been copied on this message.

If the application fees are paid **by noon on Monday, April 20, 2026,** the case will be scheduled for the **May 21, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

Important:
If the required Neighborhood Meeting documentation is not received by **May 6, 2026,** the application will be automatically held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline. Holdovers will be charged another application fee, including postage for the Planning and Zoning Department to resend public hearing notices.

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

[redacted]

Good morning,

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

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If you have any questions or need further clarification, please do not hesitate to contact us.

Regards,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Agenda Item # 09

ZON-UDC-003682-2026

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

Applicant Materials for Consideration

DETAILS

Location:
7241, 7251, 7261, and 7271 Grelot Road

Applicant / Agent:
Steven D. Cooner / Jimmy Lyon

Property Owner:
Steven D. Cooner

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

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 Suburban to B-1 Suburban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. An office building lies to the east.

APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 to B-1

N

NTS

SITE HISTORY

The Planning Commission approved a one-lot subdivision of a portion of the site (7271 Grelot Road) in 2008 while the property was in unincorporated Mobile County but within the City of Mobile's extraterritorial planning jurisdiction. The plat was subsequently recorded in the Mobile County Probate Court as *Liberty Subdivision*. Since that time, however, the lot has been reconfigured to incorporate an adjoining parcel to the east (7261 Grelot Road) and is now described by metes and bounds.

The remaining three (3) parcels associated with this request are also described by metes and bounds.

The site was annexed into the City of Mobile in 2023 and assigned an R-1, Single-Family Residential Suburban District, zoning classification.

The site is currently undeveloped, and there are no other Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Shared driveway access and cross access will be required between the show sites. Sites are limited to one shared driveway access to Grelot Road with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant requests rezoning of the subject site from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District. No development is currently proposed for any of the parcels associated with the request; however, the applicant states that the rezoning would allow small business establishments intended to serve residents of the surrounding area. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

The subject site is surrounded primarily by properties zoned R-1, Single-Family Residential Suburban District, except for an adjacent property to the east zoned LB-2, Limited Neighborhood Business Suburban District, which received that zoning classification upon annexation into the City. Surrounding land uses are predominantly residential in character, with the LB-2 property developed with a single multi-tenant building occupied primarily by office-type uses and one nail salon.

The site's Future Land Use Map (FLUM) designation is Mixed Commercial Corridor (MCC), which supports a range of retail and service uses intended to serve surrounding neighborhoods and the broader community. However, the Comprehensive Plan and Future Land Use Plan are intended to serve as general guidance rather than a parcel-specific mandate for development. The Unified Development Code (UDC) further provides that rezoning requests

should be evaluated based on surrounding development patterns, compatibility, and the appropriateness of the proposed zoning classification.

This portion of the Grelot Road corridor has remained predominantly residential in character since at least the late 1980s, as evidenced by aerial photography, and is developed largely with established single-family residences. While limited non-residential uses exist in the area, commercial development along this stretch of the corridor is sparse and widely separated. Beyond the adjacent LB-2 property, the next closest commercial use is approximately 720± feet to the east and consists of a convenience store with gasoline sales. Additional commercial uses are located nearly one mile to the west and include a carpet and flooring wholesaler and another convenience store with gasoline sales. The spacing between these commercial uses suggests the corridor has not developed with a continuous or concentrated commercial character.

Although the applicant states that the rezoning would allow small business establishments to serve area residents, no specific development, site plan, or use has been proposed in conjunction with the request. As such, the potential use and development intensity permitted under the requested B-1 zoning classification remain speculative. Without a defined development proposal, it is difficult to evaluate how future commercial development would align with the established residential development pattern or whether it would be compatible with surrounding land uses. While the nearby office and service-oriented uses may support limited neighborhood-scale commercial activity, they do not appear to establish a broader commercial development trend along this portion of the corridor.

Additionally, the applicant has not demonstrated that the existing zoning classification was applied in error, nor that conditions in the area have changed substantially enough to justify expanding commercial zoning into an otherwise residential corridor. Although the request may generally align with the broad MCC designation of the FLUM, the request may not sufficiently demonstrate compatibility with the surrounding area or consistency with the existing development pattern. Expanding commercial zoning absent a defined development proposal could incrementally erode the residential character of the corridor and encourage additional non-residential rezonings in the future.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and

C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

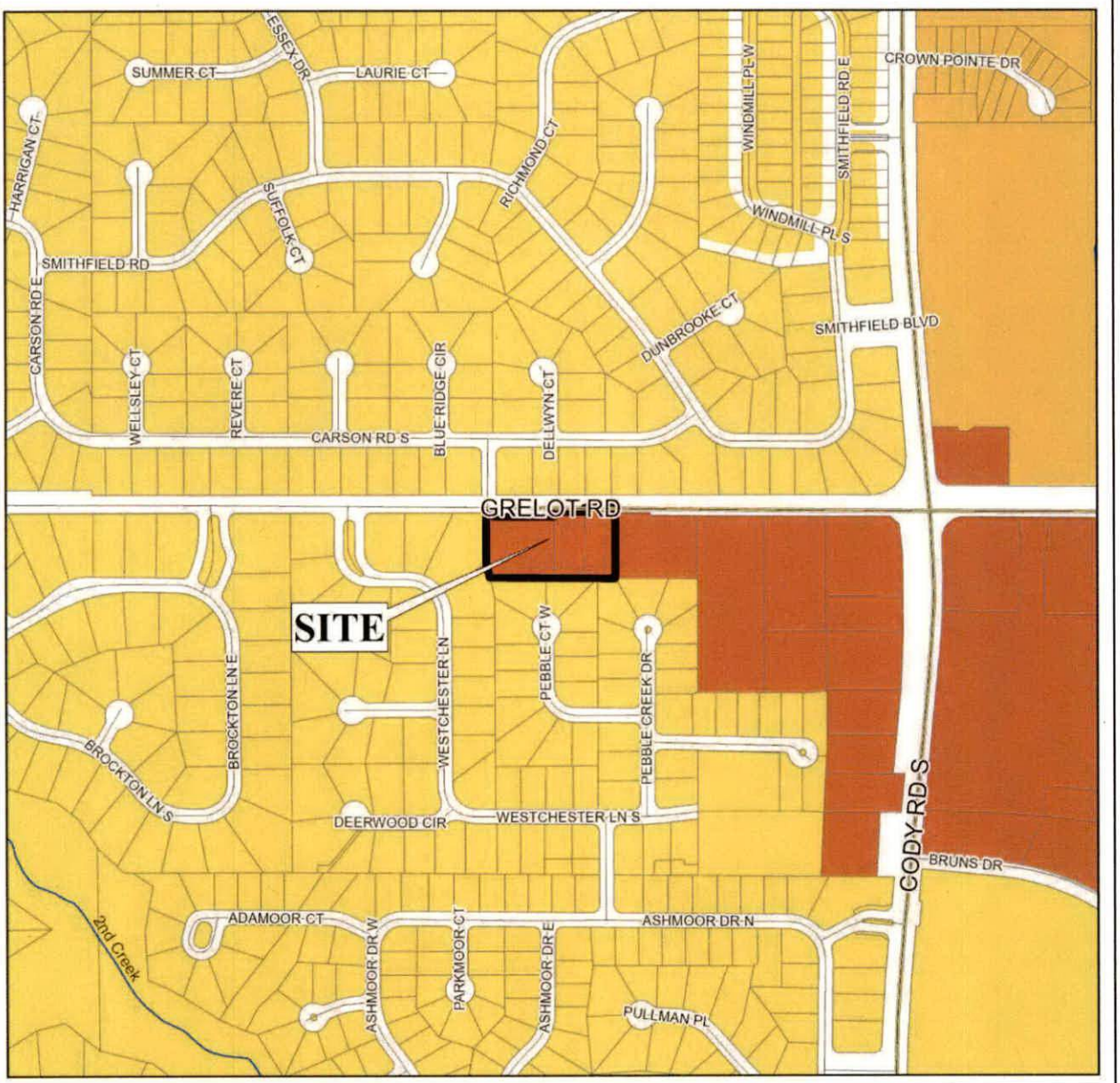
If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

APPLICATION NUMBER 9 DATE May 21, 2026	N
APPLICANT Steven D. Cooner	
REQUEST Rezoning from R-1 to B-1	NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 to B-1

- 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 units. An office building lies to the east.

APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

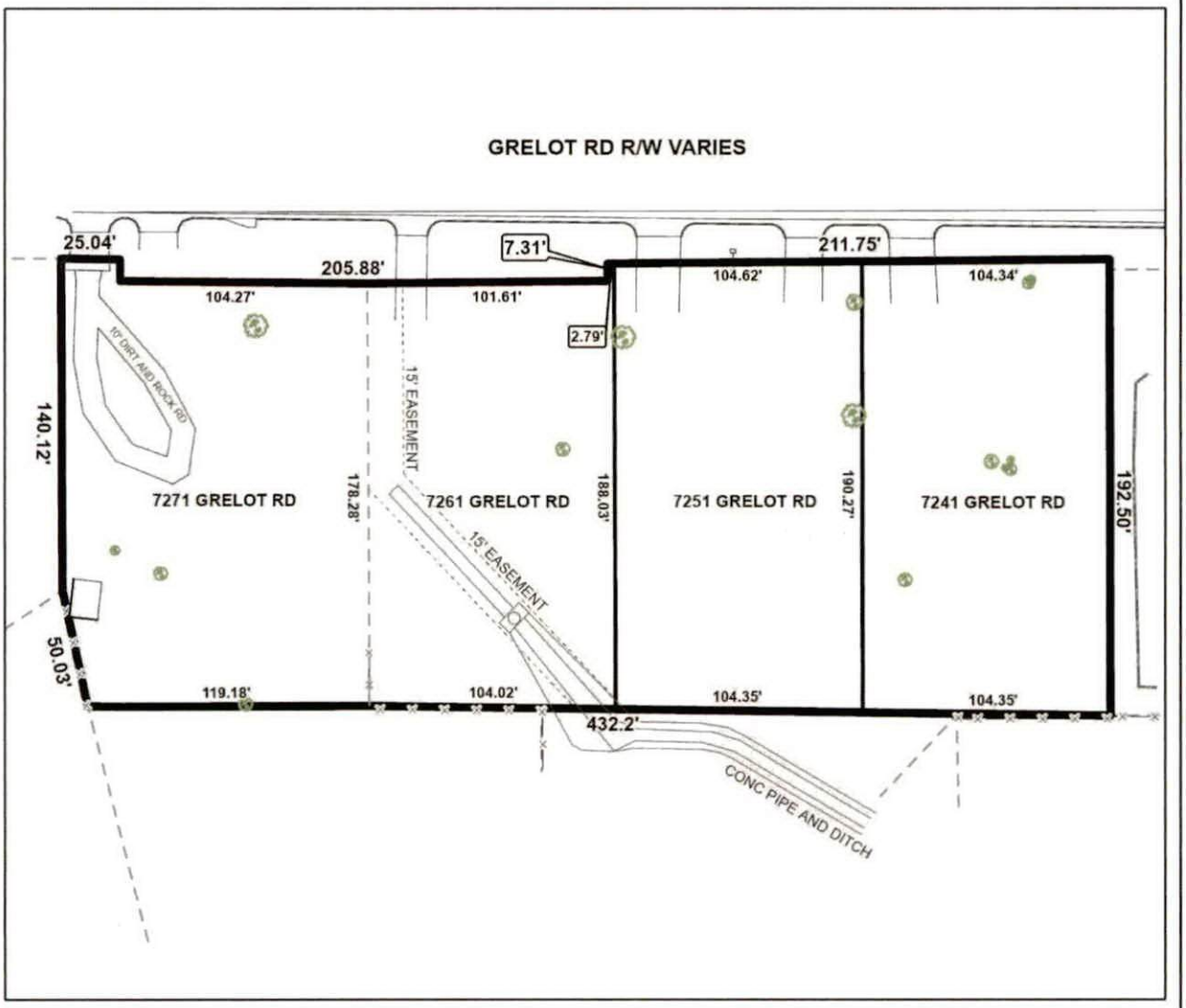
REQUEST Rezoning from R-1 to B-1

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

N

NTS

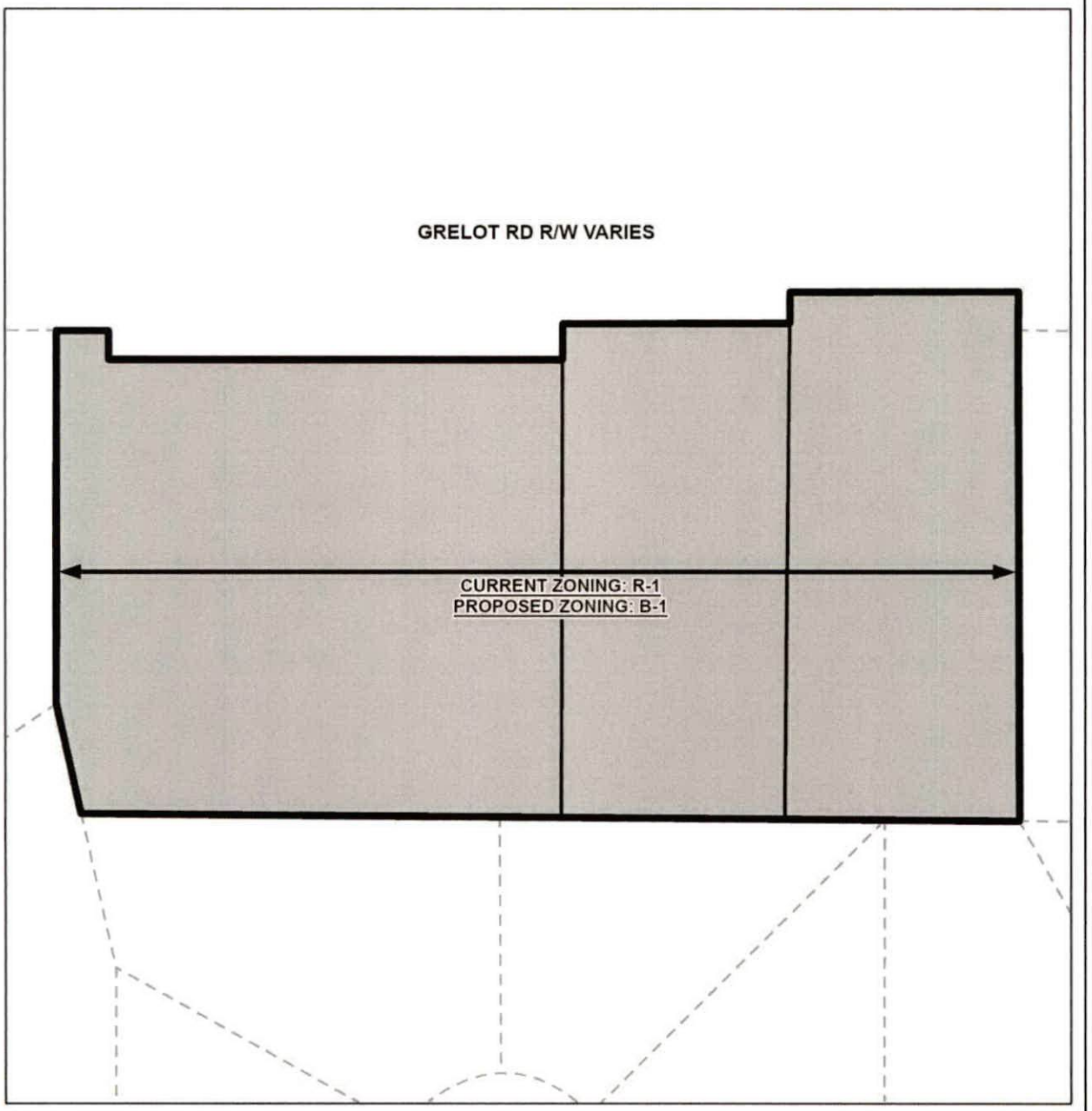
SITE PLAN



The site plan illustrates proposed zoning, current lots, and easements.

APPLICATION NUMBER 9 DATE May 21, 2026	N
APPLICANT Steven D. Cooner	
REQUEST Rezoning from R-1 to B-1	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 9 DATE May 21, 2026

APPLICANT Steven D. Cooner

REQUEST Rezoning from R-1 to B-1

N

NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

Development Intent

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

Land use mix

Primary Uses

- Commercial
- Office

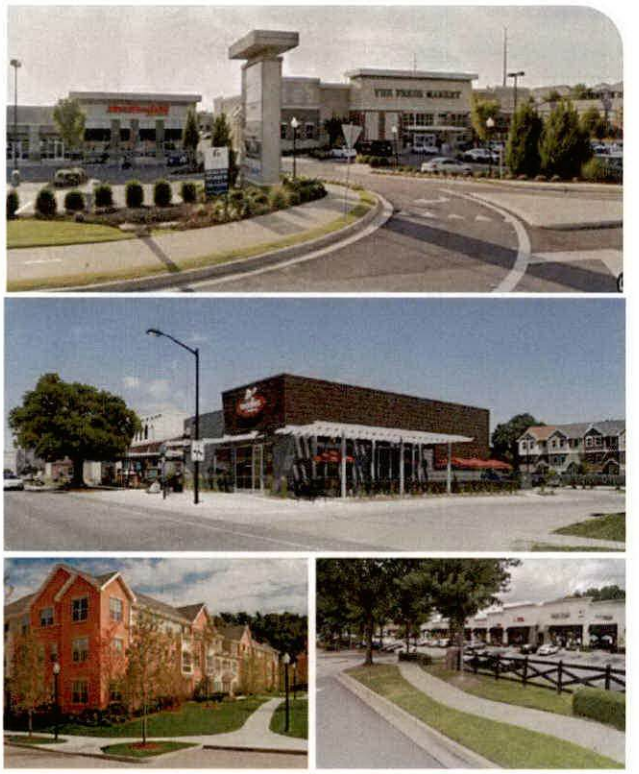
Secondary Uses

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

Housing mix

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

Character Example



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to Sunbelt Fire Inc for 70 pairs of fire leather boots and 40 fire helmets for MFRD.

Amount of Contract:
$60,470.00

Funding Source
Enterprise account- EMS Response

ATTACHMENTS:
1. 20260714 Sunbelt Agenda Package POs

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 21 July 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 70 pairs of fire leather boots and 40 fire helmets for MFRD.
Enterprise account- EMS Response

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $60,470.00

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: HGAC Cooperative Purchasing Agreement, not on state contract..

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15121	2026	(1510) FIRE ADMINISTRATION	70 PAIRS OF FIRE BOOTS AND 40 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$60,470.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00015121-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE: Q-53076			
	HGAC CONTRACT EE11-24			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK.	70.00 EACH	609.00000	42630.00
	Additional Description Notes			
	GL1201420 Leather 14" Pull On Boot			
	Per HGAC contract EE11-24			
	per Quote No: Q-52979			
	Vendor Item			
	Inventory Item/Loc 13931			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			42630.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

Bill To	Requisition 00015121-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910521901 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.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
07/10/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	helmets: Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle MSA10247315 Per HGAC contract EE11-24 Quote No: Q-52979 Vendor Item	40.00 EACH	446.00000	17840.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			17840.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 60470.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020. EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES	60470.00	995755.73

Bill To	Requisition 00015121-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910521901
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.GOV
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

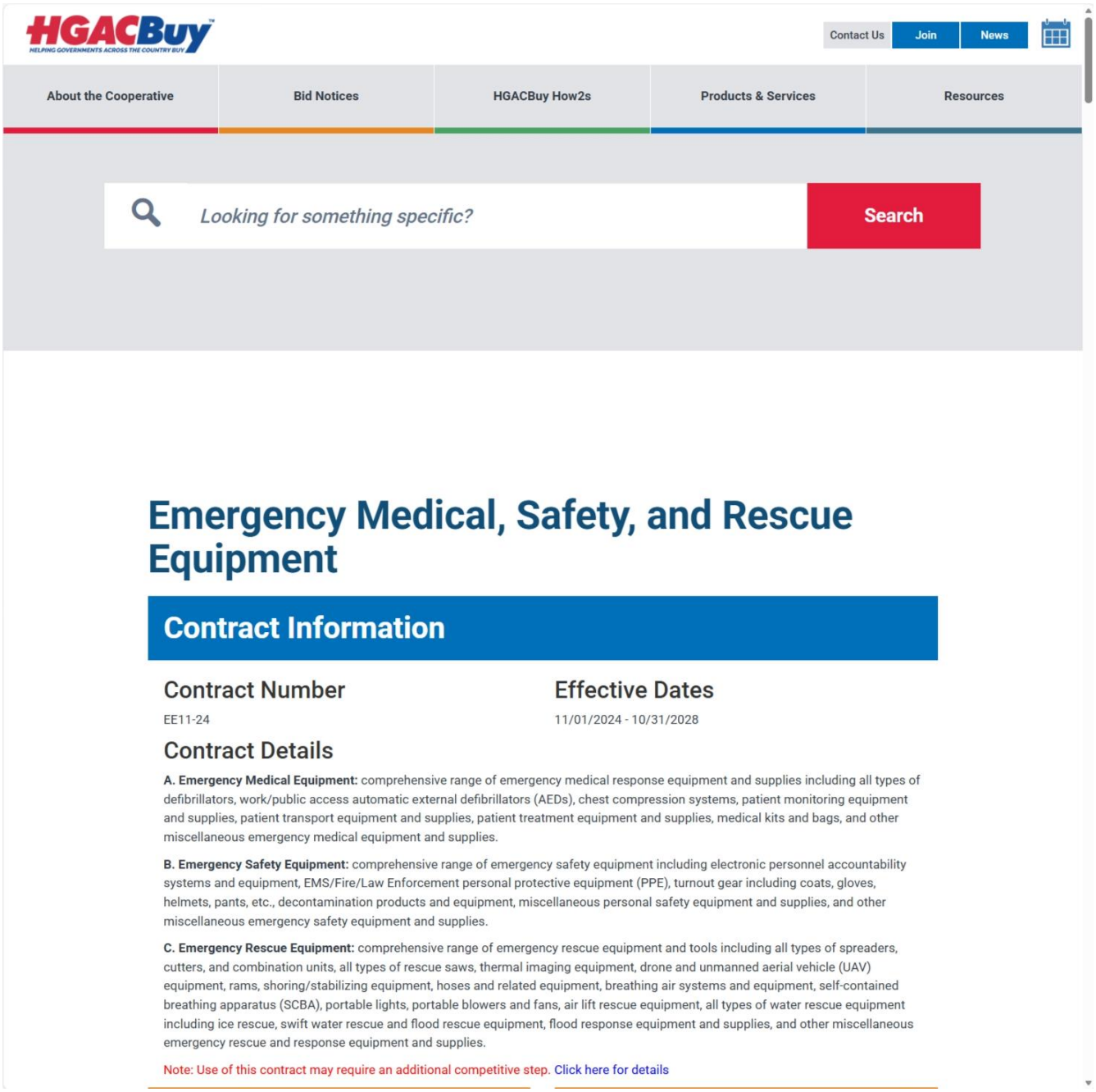
Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	07/13/26	PATRICIA KENNEDY-JONES	GL Allocation changed
Approved	07/14/26	DONALD ROSE	Auto approved by: 910521901
Approved	07/14/26	SANDRA LEWIS	Auto approved by: 910521901
Approved	07/14/26	STEVEN KRONINGER	Auto approved by: 910521901
Approved	07/14/26	MARYLYN BUSCHELL	Auto approved by: 910521901
Approved	07/14/26	JAMES NEESE	Auto approved by: 910521901
Approved	07/14/26	PATRICIA KENNEDY-JONES	
Approved	07/14/26	REBECCA CRUMPLER	Auto approved by: 910521901
Approved	07/14/26	ANNE FOLEY	Auto approved by: 910521901
Approved	07/14/26	JOHN PAINE	Auto approved by: 910521901

Authorized By: _____ Date: _____
Signature


HGACBuy
HELPING GOVERNMENTS ACROSS THE COUNTRY BUY
Contact Us
Join
News
About the Cooperative
Bid Notices
HGACBuy How2s
Products & Services
Resources
Looking for something specific?
Search
Emergency Medical, Safety, and Rescue Equipment
Contract Information
Contract Number
EE11-24
Effective Dates
11/01/2024 - 10/31/2028
Contract Details
A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.
B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.
C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.
Note: Use of this contract may require an additional competitive step. Click here for details

Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Product Code

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Contract Category

Emergency Equipment & Supplies

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

View Catalog

Suppliers Offering This Product

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MSA Safety Incorporated
Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.
Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $100,000 be reallocated from Athletics / Aquatics (General Fund #1000) (Org #10042034 - 42070) to Capital Account #C0646 -Africatown Welcome Center (Fund Account #2000) for the Africatown Welcome Center consultant contract.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
robert shreve

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize a one-time lump sum payment to the RSA/ERA for the City of Mobile retirees and beneficiaries of deceased retirees

Amount of Contract:
$253,440.00

Funding Source
10049000 / 42140

ATTACHMENTS:
1. Resolution RSA Retiree Pmt 2026

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, through its governing authority, hereby elects to come under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature.

The City of Mobile agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of a one-time lump sum payment of $253,440.00 as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of City of Mobile with the aforementioned lump sum payment being paid October 2026.

Adopted:

_____
City Clerk

Date: _____

CAPITAL CONTRACT SUMMARY SHEET

C#5844

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Spiro Cheriogotis, Mayor
Gina Gregory, Councilmember

Purpose and Scope of Project:
Demolition of an existing playground and installation of a new playground of similiar size. New playground will include play areas for ages 2-5 and 5-12. Playground equipment includes swings, rock wall, zip track, mound & tunnel, slides, and shade canopies.

Amount of Contract:
$449,000.00

Funding Source
C1004-20002000-48010

ATTACHMENTS:
1. 1-PR-012-25 Resolu.Contract & Exh A-I
2. 2-PR-012-25 Project Manual_J part 1 of 2
3. 3-PR-012-25 Project Manual_J part 2 of 2
4. Contract Review Cover Sheet - Lavretta Park Contract.07.15.26

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: Rhonda Lewis / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 06/18/2026
CityLaw ID: A26-1751
Project / Contract Title: Lavretta Park - Phase II Improvements PR-012-25
Vendor / Consultant: Aeiker Construction Corp.

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): Draft contract review prior to vendor signature and supporting documents. Sent revised contract which is approved.
- ☐ Resolution
- ☐ Amendment(s)
- ☐ Change Order(s)
- ☐ Contract Prior Amendments/Change Orders
- ■ E-Verify documents

Preliminary Review per legal request. Still waiting for supplemental documents / new legal request

COMPLETED

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
06/18/2026 — **Date**

RESOLUTION

Sponsored by: Mayor Spiro N. Cheriogotis Council Member Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract Agreement 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 herein. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Aeiker Construction Corporation
Project Name:	CIP Lavretta Park Playground Court
Project Number:	PR-012-25
Amount:	$449,000.00

Adopted:

_____

City Clerk

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME:_ CIP LAVRETTA PARK PLAYGROUND COURT_

ARCHITECTURAL ENGINEERING PROJECT#_PR-012-25_

PROJECT # C1004 (20002000-48010) **DATE OF RECEIPT_____**

PROJECT DESCRIPTION _Construction project: Demolition of an existing playground and installation of a new playground of similar size (appx. 9,935 sf). New playground will include play areas for ages 2-5 and 5-12. Playground equip. includes swings, rock wall, zip track, mound & tunnel, slides, inclusive whirl, benches, and shade canopies.

CONTRACT AMOUNT _$449,000.00_

VENDOR NAME _Aeiker Construction Corporation VENDOR NUMBER_290374_

DEPT #_3030 **DEPT NAME_Real Estate Asset Mgt.**

CONTRACT ADMINISTRATOR _Carleen Stout

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

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: ___Rhonda Lewis___ **Date** _7-14-2026

Revised 2/25/2016 Marilyn McMillan

July 14, 2026

Subject: PR-012-25 - CIP LAVRETTA PARK PLAYGROUND COURT

Dear Council Members:

Attached to this memo is an agreement/contract between Aeiker Construction Corporation and the City of Mobile, for the project number PR-012-25 titled, "CIP LAVRETTA PARK PLAYGROUND COURT" in the amount of $ 449,000.00.

We look forward to continued communication on this important project. Please call me at 251-208-6035 or email me at chuck.babin@cityofmobile.gov with questions or concerns.

Respectfully,

Chuck Babin

Information on this project is as follows:

Commitment Type:	**Construction**
Department:	**Real Estate Asset Management**
Fiscal Year:	**26**
District:	**7**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:	**City of Mobile** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	**Aeiker Construction Corporation** **2759 Mill St.** **Mobile, AL 36607** **City Business License No.: 93998**
For the following Project:	**CIP Lavretta Park Playground Court** **200 W. Parkway Drive** **Mobile, Alabama 36607** **Project Number: PR-012-25**
The Architect:	**WAS Design Inc.** **51 Tacon St. Suite E** **Mobile, AL 36607**

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and Aeiker Construction Corporation, hereinafter referred to as "Contractor."

This Agreement, including the following Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance
Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Bids on April 15, 2026, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

A. The Contractor agrees to diligently provide all materials, services and labor for the performance of **CIP Lavretta Park Playground Court** (the "Project"), in accordance with the scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with Exhibit B Project Schedule attached hereto and incorporated herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Forty-Nine Thousand and 00/100 ($449,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$399,000.00
Contingency Allowance:	$50,000.00
Total Bid:	$00.00
Alternate #1	$00.00
Total Contract Sum:	$449,000.00

B. Alternates (if any included in the contract sum)

Item: Price: 0.00

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. Contingency funds may not be used for costs resulting from contractor error or omission.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed be Four Hundred Forty-

Nine Thousand dollars and 00/100 ($449,000.00) 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 Director of Real Estate Asset Management ("REAM Director"), Carleen Stout.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment by both Architect and City.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

a. The amount of each progress payment shall first include:
    i. That portion of the Contract Sum properly allocable to completed Work;
    ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
    iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
b. The amount of each progress payment shall then be reduced by:
    i. The aggregate of any amounts previously paid by the City;
    ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
    iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
    iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
    v. Retainage withheld pursuant to Section IV(A)(8).
c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
        ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

            The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.
9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect and the City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher.
      "The contractor, immediately after the completion of the contract, shall give notice of the completion by publishing the notice for a minimum of three weeks using one or more of the following methods: (a) In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (b) On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done. (c) On a website used by the awarding authority for publishing notices.

      If no newspaper is published in the county in which the work was done, and if the awarding authority does not utilize a website for the purpose of publishing notices, the notice may be given by posting at the courthouse for 30 days, and proof of the posting of the notice shall be given by the awarding authority and the contractor.

      A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher or website owner and a printed copy of the notice published." Code of Ala. § 39-1-1(f).

3. The Notice of Completion shall read as follows:

COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with §39-1-1(f)(1) Code of Alabama, 1975, NOTICE IS HEREBY given that Aeiker Construction Corporation has completed the contract for **CIP Lavretta Park Playground Court** located at 200 W. Parkway Drive, Mobile, Alabama 36608, Project Number: PR-012-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify Real Estate Asset Management, 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 REAM Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on Exhibit C Schedule of Values as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

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

C. 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:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence; or
Bodily Injury and Property Damage	$1,000,000 combined single limit

D. 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."

E. The Contractor shall carry for himself and shall require that all Subcontractors and all City Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any

auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage Bodily Injury and Property damage	$1,000,000 each occurrence; or, $1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

F. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

G. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

H. The standard ACORD™ format is attached hereto as Exhibit G. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

I. 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.

J. "In Rem" endorsement.

K. Contractor shall procure and maintain insurance as specified in this contract, as modified by Exhibit G & H, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents (generally one year).

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City and endorsed to waive rights of subrogation in favor of the City. Endorsements for waiver of transfer rights, and Additional Insured should be provided separately from Certificate of Insurance.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

L. The Contractor shall provide bonds as set forth below, samples attached hereto as Exhibit F:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the REAM Director'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 120 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

SHEET LIST TABLE		
Sheet Number	Sheet Title	Sheet Date
CS100	COVER SHEET	4/10/2026
EC100	EXISTING CONDITIONS PLAN	4/10/2026
SPO10	OVERALL SITE PLAN	4/10/2026
SP100	SITE PLAN ENLARGEMENT	4/10/2026
DP100	DEMOLITION PLAN ENLARGEMENT	4/10/2026
DP500	DEMOLITION SCHEDULE	4/10/2026
EC100	EROSION CONTROL PLAN	4/10/2026
LG100	LANDSCAPE GRADING PLAN	4/10/2026
LH100	HARDSCAPE PLAN ENLARGEMENT	4/10/2026
LH500	HARDSCAPE DETAILS	4/10/2026
LH501	HARDSCAPE DETAILS	4/10/2026
LH502	HARDSCAPE DETAILS	4/10/2026
LH503	RIGHT OF WAY DETAILS	4/10/2026
LP100	LANDSCAPE PLANTING PLAN	4/10/2026
LP500	LANDSCAPE PLANTING DETAILS	4/10/2026

D. Specifications

SPECIFICATIONS:		
DIVISION 1	GENERAL REQUIREMENTS	DATE
SECTION 010100	SCOPE OF WORK	4/15/2026
SECTION 010500	FIELD ENGINEERING	4/15/2026
SECTION 012100	ALLOWANCES	4/15/2026
SECTION 012200	UNIT PRICES	4/15/2026
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	4/15/2026
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	4/15/2026
SECTION 012900	PAYMENT PROCEDURES	4/15/2026
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	4/15/2026
SECTION 013300	SUBMITTAL PROCEDURES	4/15/2026
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	4/15/2026

SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4/15/2026
SECTION 017000	EXECUTION REQUIREMENTS	4/15/2026
SECTION 017310	CUTTING AND PATCHING	4/15/2026
SECTION 017320	SELECTIVE DEMOLITION	4/15/2026
SECTION 017350	SUBSTITUTION PROCEDURES	4/15/2026
SECTION 017700	CLOSEOUT PROCEDURES	4/15/2026
SECTION 017820	OPERATION AND MAINTENANCE DATA	4/15/2026
SECTION 017830	PROJECT RECORD DOCUMENTS	4/15/2026
DIVISION 2	**SITE WORK**	**DATE**
SECTION 020700	SELECTIVE SITE DEMOLITION	4/15/2026
SECTION 022300	SITE CLEARING	4/15/2026
SECTION 023000	EARTHWORK	4/15/2026
SECTION 025130	ASPHALTIC CONCRETE PAVING	4/15/2026
SECTION 027510	CEMENT CONCRETE PAVEMENT	4/15/2026
SECTION 029000	LANDSCAPING	4/15/2026
SECTION 033000	CAST-IN PLACE CONCRETE	4/15/2026
SECTION 079200	JOINT SEALANTS	4/15/2026
SECTION 221116	DOMESTIC WATER PIPING	4/15/2026
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	4/15/2026
ILLUSTRATIONS:		
SHEET NO.	**SHEET TITLE**	**DATE**
1 OF 1	PROJECT SIGN	

E. Addenda, if any:

	Date
Addendum No.1	4/28/26
Addendum No. 2	4/28/26
Addendum No. 3	5/18/26

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A Scope of Work
Exhibit B Project Schedule
Exhibit C Schedule of Values
Exhibit D Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit E E-Verify
Exhibit F Performance, Labor and Material Bonds
Exhibit G Certificate of Liability Insurance

Exhibit H Insurance Endorsements
Exhibit I Business License Verification
Exhibit J Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a. Section 00100	Invitation to Bid
b. Section 00200	Instructions to Bidders-AIA Document A701-2018
c. Section 00300	Supplementary Instructions to Bidders
d. Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e. Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
f. Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
g. Section 00700	General Conditions of the Contract for Construction-Document A201

XI. HIERARCHY

A. In the event of conflict, this Standard Services Agreement, as modified by the City, shall control over any incorporated documents.

XII. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated

damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 250.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XIII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the REAM Director, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIV. OBLIGATIONS OF THE CITY

A. City shall designate the REAM Director, or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection.
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services. Contractor is not entitled to lost profits, overhead, or anticipated earnings upon termination.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the REAM Director, 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 XV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the REAM Director, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XVI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVII. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVIII. SUSPENSION/STOP WORK ORDER

A. The City's REAM 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 REAM 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 XV(A).

B. In the event the City determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIX. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the REAM Director, Carleen Stout, or successor.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
Aeiker Construction Corporation
2759 Mill St.
Mobile, AL 36607

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's REAM Director, or the Contractor's Authorized Agent, will be promptly communicated by the party making the change.

XX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of

goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XXI. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXIII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIV. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a

'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXVI. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVII. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVIII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The Agreement controls over all exhibits and incorporated documents, and no exhibit may alter indemnity, liability, or payment terms unless expressly stated in the Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

H. 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.

I. 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.

J. 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.

K. 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.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. 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.

N. 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.

O. 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.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. Non-Assignment. The Contractor shall not assign, transfer, or convey this Agreement, or any interest herein, without the prior written consent of the City, which may be granted or withheld in the City's sole discretion. The Contractor shall not assign or transfer any claim, cause of action, or right to payment under this Agreement without the prior written consent of the City.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

AEIKER CONSTRUCTION COMPANY

By: Jonathan Aeiker
As Its President

Date: 7/8/26

State of Alabama }
County of Mobile }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jonathan Aeiker whose name as President of Aeiker Construction 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 limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this 8th day of July, 20 26.

(Seal)

STATE OF NOTARY PUBLIC ALABAMA
STACY PRINE
My Commission Expires
July 15, 2028

Stacy Prine
Notary Public
Print STACY PRINE
My commission expires: July 15, 2028

CITY OF MOBILE

By: _____
Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____
City Clerk

EXHIBIT "A"

SCOPE OF WORK

CIP Lavretta Park Playground Court
Project # PR-012-25

BRIEF DESCRIPTION BELOW ALL WORK IN ACCORDANCE WITH FULL SET OF DRAWINGS AND SPECIFICATIONS BY WAS DESIGN INC.
STAMPED AND DATED APRIL 10 AND 15, 2026

Playground - Work to include demolition of an existing playground and installation of a new playground of similar size (approximately 9,935 sq. ft). New playground will include play areas for ages 2-5 and 5-12. Playground equipment includes swings, rock wall, zip track, mound and tunnel, slides, inclusive whirl, benches, and shade canopies.

Site Work - Site grading, including associated drainage repairs, retention swales, and permeable pour-in-place surfacing for proper playground drainage. New fencing, landscaping and hardscaping to include 6' sidewalks, drinking fountain, and trash receptacles.

END OF SCOPE OF WORK

EXHIBIT "B"

PROJECT SCHEDULE

(Page 1 of 4)

Project Information		AUGUST																														
LAVRETTA PARK PLAYGROUND		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	1	2	3
	Description of Work/Task																																
MOBILIZATION																																	
BMP/EROSION CONTROL																																	
DEMOLITION																																	
SUBGRADE CONSTRUCTION																																	
RETENTION AREA																																	
SHADE STRUCTURE FOUNDATIONS																																	
PLAYGROUND INSTALLATION																																	
FENCE POST INSTALLATION																																	
SIDEWALKS																																	
CURB																																	
CONCRETE FLUMES INSTALL																																	
SUBSURFACE DRAINAGE INSTALLATION																																	
PIP STONE BASE INSTALLATION																																	
SHADE STRUCTURE INSTALLATION																																	
PIP INSTALLATION																																	
SITE FURNISHING INSTALLATION																																	
FENCE PANEL INSTALLATION																																	
PAVER INSTALLATION																																	
FINAL GRADE WORK																																	
LANDSCAPING																																	
FINAL CLEANING																																	
FINAL INSPECTION																																	
PUNCHLIST & CLOSEOUT																																	

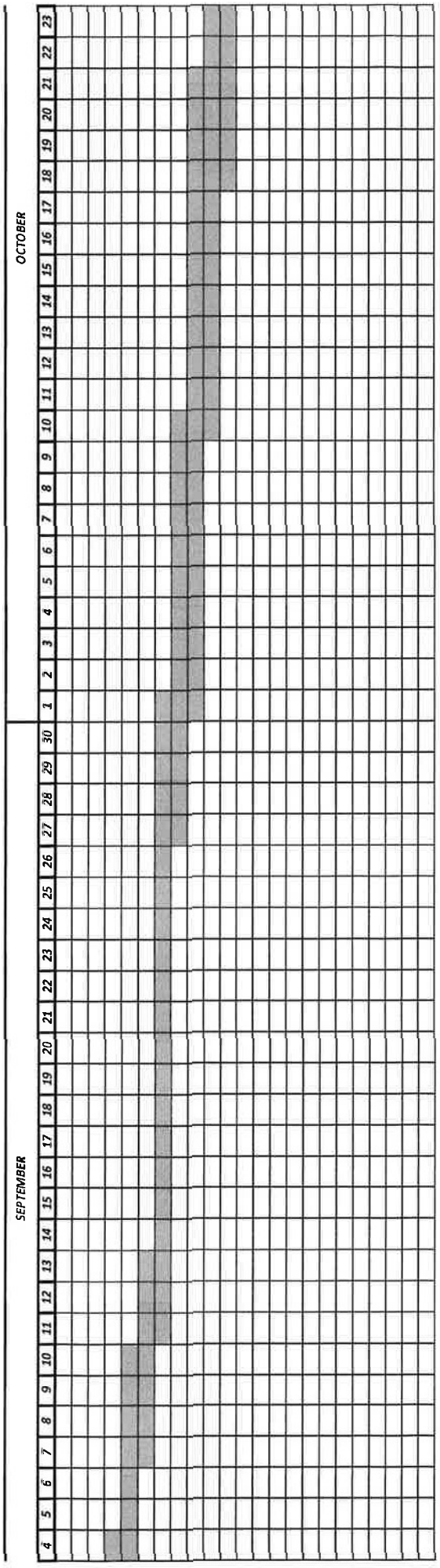


EXHIBIT "B"
(continued)

PROJECT SCHEDULE

(Page 2 of 4)

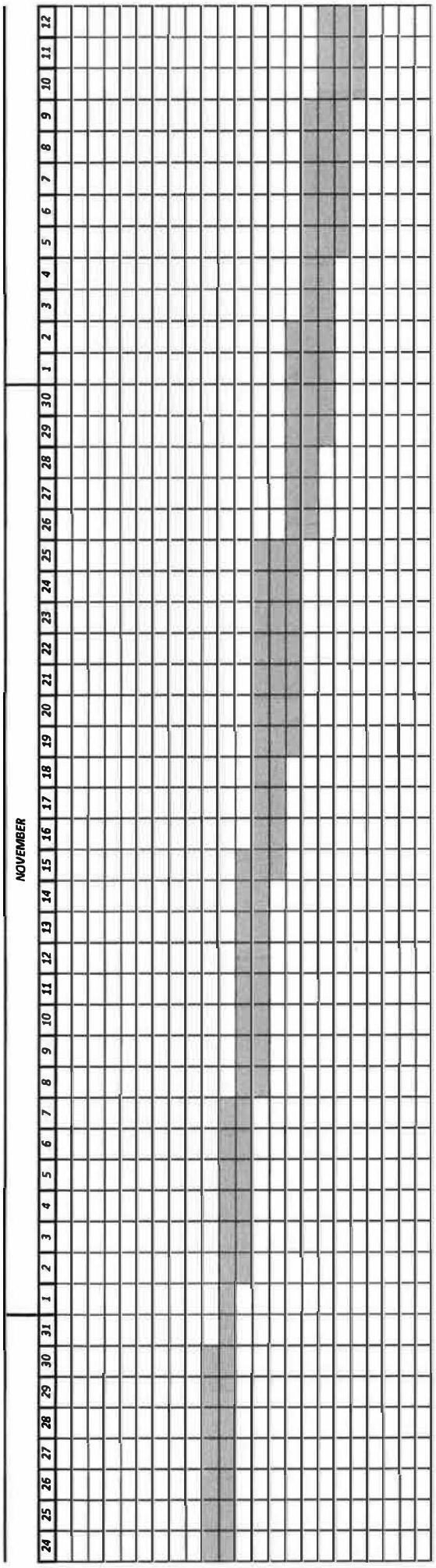


EXHIBIT "B"
(continued)

PROJECT SCHEDULE

(Page 3 of 4)

EXHIBIT "B"

(continued)

PROJECT SCHEDULE
(Page 4 of 4)

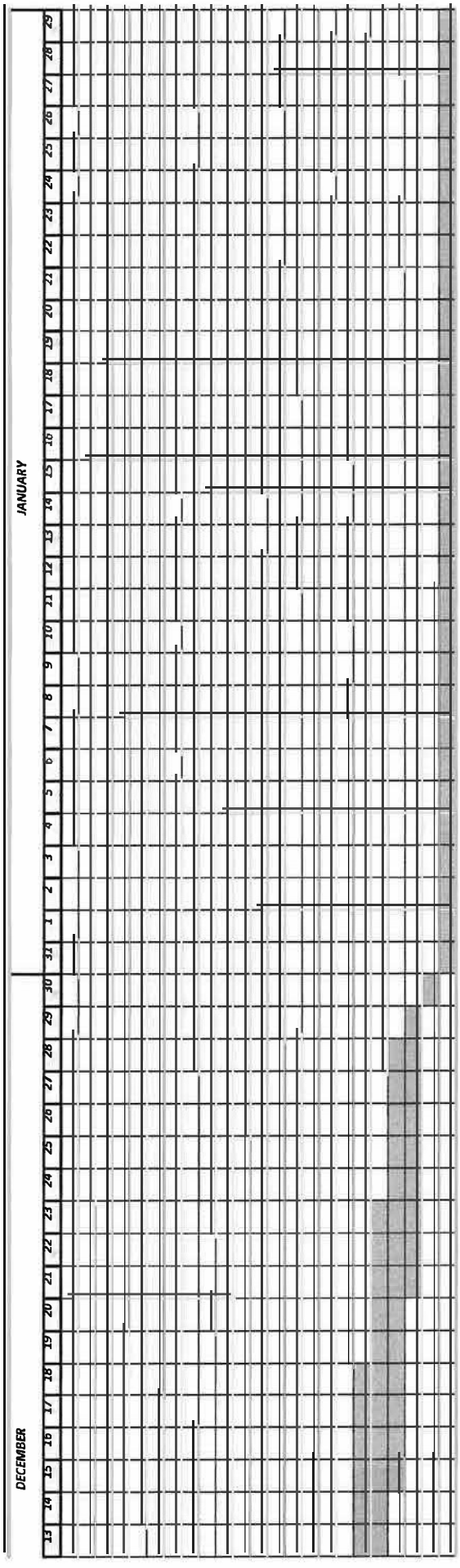


EXHIBIT "C"

SOV

SCHEDULE OF VALUES

Job:	LAVRETTA PARK PLAYGROUND		Work Completed					
Item No.	Description of Work		From Previous Application	This Period	Materials Currently Stored	Total Work In Place and Stored Materials to Date	%	Balance to Finish
1.00	GENERAL CONDS.	$45,256.00	$0.00	$0.00	$0.00	$0.00	0%	$45,256.00
2.00	DEMOLITION	$55,064.00	$0.00	$0.00	$0.00	$0.00	0%	$55,064.00
3.00	SITEWORK	$45,985.00	$0.00	$0.00	$0.00	$0.00	0%	$45,985.00
4.00	EXCAVATION	$20,686.00	$0.00	$0.00	$0.00	$0.00	0%	$20,686.00
5.00	PIPING	$4,264.00	$0.00	$0.00	$0.00	$0.00	0%	$4,264.00
6.00	FORMWORK	$16,254.00	$0.00	$0.00	$0.00	$0.00	0%	$16,254.00
7.00	CONCRETE	$44,264.00	$0.00	$0.00	$0.00	$0.00	0%	$44,264.00
8.00	CONCRETE ACCESSORIES	$24,264.00	$0.00	$0.00	$0.00	$0.00	0%	$24,264.00
9.00	MASONRY	$9,584.00	$0.00	$0.00	$0.00	$0.00	0%	$9,584.00
10.00	STRUCTURAL/MISC. STEEL	$28,987.00	$0.00	$0.00	$0.00	$0.00	0%	$28,987.00
11.00	PAINT	$2,158.00	$0.00	$0.00	$0.00	$0.00	0%	$2,158.00
12.00	SHADE STRUCTURES	$35,262.00	$0.00	$0.00	$0.00	$0.00	0%	$35,262.00
13.00	SITE FURNISHINGS	$35,984.00	$0.00	$0.00	$0.00	$0.00	0%	$35,984.00
14.00	LANDSCAPING	$26,988.00	$0.00	$0.00	$0.00	$0.00	0%	$26,988.00
15.00	ELECTRICAL	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00
16.00	CONTINGENCY ALLOWANCE	$50,000.00	$0.00	$0.00	$0.00	$0.00	0%	$50,000.00
	TOTAL AMOUNT	$449,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$449,000.00

CONTRACTORS CERTIFICATION:

THE UNDERSIGNED CONTRACTOR TO THE BEST OF HIS/HER 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 TO HIM/HER FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENTS WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: _____

DATE: _____

APPLICATION FOR PAYMENT-SUMMARY:	
ORIGINAL CONTRACT	$449,000.00
CHANGE ORDERS	$0.00
TOTAL CONTRACT	$449,000.00
TOTAL COMPLETED TO DATE	$0.00
RETAINAGE 5%	$0.00
TOTAL COMPLETED LESS RETAINAGE	$0.00
LESS PREVIOUS PAY APPLICATIONS	$0.00
CURRENT PAYMENT DUE	$0.00
BALANCE TO FINISH INCLUDING RETAINAGE	$449,000.00

EXHIBIT "D"

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	Aeiker Construction Corporation
Address	2759 Mill st Mobile AL 36607
Telephone	251 259 7995
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-012-25
Project Description	Lauretta Park Playground Court - Playground Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 3 Minority 4 Non-minority 4 Vets 0 Total #of Employees 8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: _____ Date: 5/27/26

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: Jonathan Aeiker Title: President

E-mail:_ Phone: Jonathan@aeiker.com 251 259 7995

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 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 # PR-012-25 Your Bid/Proposal Amount $_____ Date: 5 / 27 / 26

Description Lauretta Park Playground Court - Playground Improvements

Name of Bidder/Proposer: Aeiker Construction Corporation

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
Struthers Recreation	2053689279	Shade structures site Furnishings	68,000.00	15%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corporation

Contact Person: Jonathan Aeiker Phone 751 259 7995 Email JonathanDaeiker.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ 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. _____

_____

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2344384

Approved by:

Employer Aeiker Construction Corp.	
Name (Please Type or Print) Jonathan Aeiker	**Title**
Signature Electronically Signed	**Date** 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/20/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2344384

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Aeiker Construction Corp.
Company Facility Address	2759 Mill St. Mobile, AL 36607
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454170601
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

EXHIBIT "F"

BOND NUMBER 101869515

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $449,000.00

Description: *(Name and Location)*
CIP Lavretta Park Playground Court Project #PR-012-25
200 W. Parkway Drive Mobile, AL 36607

BOND
Date: 7/8/2026

Amount: $449,000.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Aeiker Construction Corporation
X: President
Name and Title:

SURETY
Company: *(Corporate Seal)*
X:
Name and Title: Peyton L. Mattei, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)
WAS Design Inc
51 Tacon St, Suite E Mobile, AL 36607

1

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract:

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Aeiker Construction Corporation

X:_____
Name and Title:

SURETY
Company: *(Corporate Seal)*

X: _____
Name and Title: Peyton L. Mattei, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allen H Ladd; L Taylor Beville; Peyton L Mattei

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July, 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

BOND NUMBER 101869515

AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
PO Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $449,000.00

Description: *(Name and Location)*
CIP Lavretta Park Playground Court Project #PR-012-25
200 W. Parkway Drive Mobile, AL 36607

BOND
Date: 7/8/2026

Amount: $449,000.00

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Aeiker Construction Corporation

X:
Name and Title: President

SURETY
Company: *(Corporate Seal)*

X:
Name and Title: Peyton L. Mattei, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

WAS Design Inc
51 Tacon St, Suite E Mobile, AL 36607

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered
defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor. materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Aeiker Construction Corporation

X:_____
Name and Title:

SURETY
Company: *(Corporate Seal)*

X: _____
Name and Title:

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allen H Ladd; L Taylor Beville; Peyton L Mattei

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July, 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

EXHIBIT "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/8/2026

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3632 Dauphin St Mobile AL 36608-1247 License#: 2081754	CONTACT NAME: Katie Gilmore PHONE (A/C, No, Ext): 251-410-8259 FAX (A/C, No): E-MAIL ADDRESS: KGilmore@higginbotham.net
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607 AEIKCON-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Frankenmuth Mutual Insurance Company — 13986 INSURER B : Alabama Home Builders Self Insurance Fund — 0 INSURER C : Safety National Casualty Corporation — 15105 INSURER D : Federal Insurance Company — 20281 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 333410245 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	6734820	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	6734819	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	6734820	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	00130875002026 SP4067497	1/1/2026 1/1/2026	1/1/2027 1/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rented Equipment			45471413	1/25/2026	1/25/2027	Limit Ded	$100,000 $5,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile AL 36602
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is Follow Form.
Project: CIP Lavretta Park Playground Court (PR-012-25)
Complete Certificate Holder:
"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 and WAS Design, Inc. 51 Tacon St. Suite E, Mobile, AL 36607 (Architects)"

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NAMED INSURED	POLICY	POLICY TERM	AGENT
Aeiker Construction	6734820	01/01/2026 to 01/01/2027	0010063

Commercial General Liability Coverage

Limits of Insurance

Audit Frequency: Annual

COVERAGE	LIMIT
Each Occurrence Limit	$1,000,000
Damage to Premises Rented to You Limit, Any One Premises	$1,000,000
Medical Expense Limit, Any One Person	$10,000
Personal and Advertising Injury Limit, Any One Person or Organization	$1,000,000
General Aggregate Limit	$3,000,000
Products and Completed Operations Aggregate Limit	$2,000,000

Classification Schedule

PREMISES	DESCRIPTION AND DETAILS OF CLASSIFICATION
1	Driveway, Parking Area or Sidewalk - paving or repaving **STATE TERRITORY CLASS CODE DEDUCTIBLE PREMIUM BASIS** **Premises Operations** AL 503 92215 **Products/Completed Operations** AL 999 92215
1	Contrctrs-sub work-in connection w/constrctn,recon,repr,erctn of buildings - NOC **STATE TERRITORY CLASS CODE DEDUCTIBLE PREMIUM BASIS** **Premises Operations** AL 503 91585 **Products/Completed Operations** AL 999 91585
ALL	Contractors Liability Premier — See Form 19264

Premises Operations - Total Premium

Products-Completed Operations - Total Premium

Owners, Lessees Or Contractors - Completed Operations (CG 20 37 ed 04 13)

Cyber and Information Protection Plus (Claims-Made)

Contractors Liability Premier

Employment Related Practices Liability (EPLI)

"Your Work" Coverage Extension - Contractors

Total Commercial General Liability Coverage Premium

Additional Interests

PREMISES	NAME AND ADDRESS	ADDITIONAL INTEREST TITLE
ALL	City of Mobile PO Box 1827 Mobile, AL 36633-1827 **Number of Days' Notice** 30	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
ALL	City of Mobile PO Box 1827 Mobile, AL 36633-1827 **Number of Days' Notice** 30	Owners, Lessees Or Contractors - Completed Operations (CG 20 37 ed 04 13) **Description / Interest** All projects

NAMED INSURED	POLICY	POLICY TERM	AGENT
Aeiker Construction	6734820	01/01/2026 to 01/01/2027	**0010063**

Commercial General Liability Coverage

Additional Interests

PREMISES	NAME AND ADDRESS	ADDITIONAL INTEREST TITLE
ALL	City of Mobile PO Box 1827 Mobile, AL 36633-1827 **Number of Days' Notice** 30	Primary and Noncontributory Insurance

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Mobile	All projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/10/2026

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

AGENCY	PHONE (A/C, No, Ext): +1 251 473 9018
THAMES BATRE' INSURANCE PO BOX 6989 MOBILE, AL 36660-0989	
FAX (A/C, No):	E-MAIL ADDRESS: morgan@thamesbatre.com
CODE: 02070894	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY

American Zurich Insurance Company

INSURED

Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

LOAN NUMBER	POLICY NUMBER
	BR78355480

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
08/03/2026	08/03/2027	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

200 W Parkway Dr
Mobile, AL 36608

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$5,000
Total Completed Project Value	$449,000	

REMARKS (Including Special Conditions)

Named Storm Deductible 5%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS

The City of Mobile
205 Government St; PO Box 1827
Mobile, AL 36633

☐	MORTGAGEE	✘	ADDITIONAL INSURED
☐	LOSS PAYEE	☐	

LOAN #

AUTHORIZED REPRESENTATIVE

A. Hunter Ladd, Jr.

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ZURICH®

Market leadership
Zurich has been providing comprehensive solutions for more than 140 years around the globe

Financial strength
We demonstrate strength and stability: AA- S&P and A+ A.M. Best ratings

Industry experience
Zurich insures 90% of Fortune 500 companies, and provides cutting-edge insights for 25 industries

Exceptional people
We are a values-based organization and live the Zurich Commitment in all we do, which includes acting responsibly and following our core values

Delivering when it matters
Industry leading claims service in North America

Zurich Insurance Group (Zurich) offers insurance solutions around the globe through its member companies.

Rating as of March 31, 2016. A.M. Best and S&P's ratings are under continuous review and subject to change and/or affirmation. For the latest ratings, access the ratings section on www.zurichna.com. The rating represents the overall financial status of the individual member companies of Zurich in North America, including Zurich American Insurance Company in the United States and Zurich Insurance Company Ltd (Canadian Branch) in Canada; and is not a recommendation of the specific policy provisions, rates or practices of each issuing insurance company. The Zurich logo and Zurich are trademarks of Zurich Insurance Company Ltd.
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A1-U-GU-1220-B CW (09/16) 112008270

Zurich Programs
Builders Risk and Installation

ZURICH™

Quote Proposal

Attention THAMES BATRE' INSURANCE:

Thank you for the opportunity to provide you with a quote proposal. The quote is based on the underwriting and rating information, including deductibles and retention, provided to date and may be subject to additional rating, pricing or underwriting considerations. Also, acceptability may be subject to an Engineering and Safety Services survey and compliance with its recommendations.

This is a proposal for insurance. It is not an insurance policy. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The agent and the customer should discuss the need for any additional or optional coverages. Coverage descriptions are abbreviated and do not indicate in force coverage. Only the policy itself provides coverage.

This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.

Thank you,

Builders Risk Underwriter
US Assure
8230 Nations Way
Jacksonville, Florida 32256
800-800-3907

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"If you want to learn more about the compensation Zurich pays agents and brokers visit: http://www.zurichnaproducercompensation.com or call the following toll free number: (866) 903-1192. This Notice of Disclosure is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries."

Zurich Programs
Builders Risk and Installation

Our Builders Risk Plan offers world-class coverages, flexibility and service to agents and builders nationwide. For more than 30 years, we've been pioneering the development of insurance solutions for construction professionals and have protected the property interests of builders and developers on even the most intricate residential and commercial construction projects. The Builders Risk product offers a wide spectrum of property coverage. Here are few highlights of the coverage offered:

- Construction Forms, Scaffolding and Temporary Structures up to $50,000
- Re-erection of scaffolding if caused by or results from a covered cause of loss up to $25,000
- Valuable Papers and Records – Cost of Research up to $50,000
- Outdoor Trees, Shrubs, Plants and Lawns
- Additional Debris Removal expense is covered up to but not exceeding $50,000
- Coverage for Pollutant Clean-up and Removal of land and water for up to $25,000 for each 12 month period of the policy.
- Fire Department Service Charge up to $25,000
- Reward up to $25,000
- Waiver of Coinsurance clause if loss is less than or equal to $25,000
- Foundations
- Our valuation can include profit up to 20% for new structures only if included in the Limit of Insurance you selected
- Broad Collapse coverage
- Back-up or overflow of sewers, drains or sumps up to $25,000
- Paving, Curbing, Fences and Outdoor Fixtures
- Ordinance or Law demolition and increased cost Coverage up to $449,000 limit for construction of new structures only
- Inadvertent omission in reporting on a monthly reporting form policy
- Model Homes and Model Home Contents coverage can be added on a reporting form policy

Strong, reliable insurance protection is available from Zurich Programs. Zurich Programs is an integral part of Zurich North America.

Zurich Financial Services (www.zurich.com) is an insurance-based financial services provider with a global network that focuses its activities on its key markets in North America and Europe. Founded in 1872, Zurich is headquartered in Zurich, Switzerland. Through its offices in more than 50 countries, 57,000 Zurich employees serve clients in more than 120 countries. In North America, Zurich (www.zurichna.com) is a leading commercial property-casualty insurance provider serving the global corporate, large corporate, middle market, specialties and programs sectors.

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.
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Zurich Programs
Builders Risk and Installation

ZURICH

Quote Proposal
Premium Summary

Prepared For Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

Presented By THAMES BATRE' INSURANCE
PO BOX 6989
MOBILE, AL 36660-0989
+1 251 473 9018
02070894

Proposed Policy Period **From** 08/03/2026 **To** 08/03/2027
(12:01 a.m. Standard Time at your address as stated herein)

Coverage and premium information

This is intended only as a brief outline and does not alter any of the coverages, conditions, exclusions or provisions contained in the policy.

Type of coverage	Total Premium (all locations)*
Builders Risk	$1,845.00
Proposed Policy Premium*	$1,845.00
State Taxes & Surcharges	$0.00
Total fully earned policy premium*	$1,845.00

* Premium quotation valid for 30 days from the date on the first page of this proposal.

Policy is fully earned

See attached Disclosure of Terrorism Premium.

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Zurich Programs
Builders Risk and Installation

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Primary Builders Risk Coverages	Deductible	Total Limits	Premium
Total Completed Project Value	$5,000	$449,000	$1,845
Additional Coverages:			
Back-up or Overflow of Sewer, Drains or Sumps	None	$25,000	$0
Claim Preparation Expense	None	$10,000	$0
Contract Penalties	None	$25,000	$0
Debris Removal	None	$50,000	$0
Fire Department Service Charge	None	$25,000	$0
Ordinance or law	$5,000	$449,000	
Loss to the undamaged portion of the building	$5,000	Included	
Demolition cost	$5,000	$449,000	
Increased cost of construction	$5,000	$449,000	
Combined Aggregate for Demolition Cost and Increased Cost of Construction	$5,000	$449,000	$0
Pollutant Clean-Up and Removal	None	$25,000	$0
Rewards	None	$25,000	$0
Re-erection of Scaffolding	None	$25,000	$0
Scaffolding, Construction Forms and Temporary Structures	None	$50,000	$0
Property at a Temporary Storage Location	$5,000	$25,000	$0
Property in Transit	$5,000	$25,000	$0
Valuable Papers and Records	None	$50,000	$0

Coverage Extensions	Deductible	Total Limits	Premium
Profit		If included	

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Special Conditions	Deductible	Total Limits	Premium
Named storm deductible	5%	Per Occurrence	$0

Quote Proposal

24-hour Claim Service

Our claim representatives understand businesses like yours and recognize how difficult a business shutdown can be for you. So, while they provide service that's fast, responsive and fair, their ultimate goal is to minimize your business disruption and get you back to full operation as promptly as possible.

In the event you have a loss, we now offer online loss reporting with immediate acknowledgement. Your claim is assigned to a local claim office, usually within two hours of reporting the loss, but generally no longer than 24 hours. You can also call us toll-free at 1-800-987-3373.

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.
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Zurich Programs
Builders Risk and Installation

ZURICH

Quote Proposal

Customer and Agent Information

Named Insured: Aeiker Construction Corporation
Agency Name: THAMES BATRE' INSURANCE

Customer Location Information

Location Address:

200 W Parkway Dr
Mobile, AL 36608

Protection Class: 1
Construction: Non-Combustible
# of Stories: N/A
Primary occupancy: N/A

Additional Interests

Additional Insured - Other - The City of Mobile
205 Government St
PO Box 1827
Mobile, AL 36633

This is a proposal for insurance. It is not an insurance policy. Only the policy itself provides coverage. The coverages offered in this proposal are based on information received through the agent and may not include all available coverages. The client and their agent should discuss any additional or optional coverages needed. Coverage descriptions are abbreviated and do not indicate in force coverage. This proposal is not a part of and is not incorporated into the insurance policy. If there is any conflict between the coverage descriptions shown in this proposal and the actual insurance policy, the insurance policy prevails. The insurance policy supercedes this proposal.
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ZURICH

THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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EXHIBIT "I"

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

AEIKER CONSTRUCTION CORPORATION T7
5204 PINEVIEW LN S
MOBILE, AL 36608

YEAR	LICENSE NO
2026	93998

ISSUED	EXPIRES
6/21/2026	12/31/2026

236120 BUILDERS AND/OR CONTRACTORS

Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

AEIKER CONSTRUCTION CORPORATION T7
354 GULFWOOD DRIVE
MOBILE AL 36608

EXHIBIT "J"

PROJECT MANUAL

FOR

CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS

200 W. Parkway Dr. Mobile, AL 36608

PR-012-25

April 15, 2026

WAS Design, Inc.
51 Tacon St. Suite E
Mobile, AL 36607

and

City of Mobile
Architectural Engineering Department
205 Government Plaza
P.O. Box 1827
Mobile, Alabama 36633-1827

Bid Date: May 20th, 2026

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1 OF 1	PROJECT SIGN

DRAWINGS:

1.1 List of Drawings

A. Drawings consist of the Contract Drawings and other documents dated 4.10.2026 listed in the contract and as modified by subsequent Addenda and Contract modifications.

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME:	CIP Lavretta Park Playground Court-Playground Improvements
PROJECT LOCATION:	Mobile, Alabama
PROJECT NUMBER:	PR-012-25

1 BID DATE:

A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 20th of May, 2026. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.

B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.

C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

A. Specifications and Drawings are on file and may be examined and obtained from the following location: https://www.cityofmobile.org/bids/

B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. **Addenda will be issued via the City of Mobile website.**

D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**

E. Product Substitutions must be pre-approved before the bid (see Section 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 $100,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is $10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**

B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.

B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

A. A Pre-Bid Conference shall be held on **Monday, May 11th 2026 at the City of Mobile Parks Department Conference Room, 48 N. Sage Ave. Mobile, AL 36607** at 10:00 AM local time. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-208-7635, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are encouraged 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 CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS PROJECT NUMBER PR-012-25**

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 $100,000 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, WEDNESDAY, MAY 20TH, 2026.**

F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.

G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.

B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

E. A Directory of DBE Vendors can be found at the following location: https://workwith.cityofmobile.org/

11 ADDITIONAL BIDDING PROCEDURES:

A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 “Instructions to Bidders - AIA Document A701” and in the specification Section 00300 “Supplementary Instructions to Bidders”.

12 STATE OF ALABAMA IMMIGRATION ACT

“The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and

B. That it will attach to the contract the company’s documentation of enrollment in E-Verify.

C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

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

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.

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

CIP Lavretta Park Playground Court- Playground Improvements
200 W Parkway Drive
Mobile, AL 36608
playground improvements including fencing, lighting improvements, mister, and sidewalks.

THE OWNER:
(Name, legal status, address, and other information)

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

THE ARCHITECT:
(Name, legal status, address, and other information)

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

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6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

§ 1.10 A non-resident Bidder or Sub-bidder is one who: a. Is neither organized nor existing under the laws of the State of Alabama b. nor maintains its principal place of business in the State of Alabama. A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors

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and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.
§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.
§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven (7) days prior to the date for receipt of Bids via email

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

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§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 See Division One Section "Substitution Procedures", if included in Specification.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

emailed to bidders who attend mandatory pre-bid meeting

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

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Unit Prices: Supply requested Unit Prices where shown on the Bid Form, Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.
Contingency Allowance: As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upson the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding $10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than $10,000.00.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

§ 4.2.5 Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding $10,000.00. If the project cost is $50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

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(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates T in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

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§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

.4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;

.5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;

.6 Engineering Firm or Testing Laboratory for testing as specified.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.3.5 The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

.1 A Signed Construction Contract;

.2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over $10,000.00;

.3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;

.4 Scheudle of Values; and

.4

.5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

§ 6.3.6 The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety

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bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 , Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

Insurance and Bonds, unless otherwise stated below.

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
CS100	COVER SHEET	4/10/2026
EC100	EXISTING CONDITIONS PLAN	1/13/2023
SP010	OVERALL SITE PLAN	4/10/2026
SP100	SITE PLAN ENLARGEMENT	4/10/2026
DP100	DEMOLITION PLAN ENLARGEMENT	4/10/2026
DP500	DEMOLITION SCHEDULE	4/10/2026
EC100	EROSION CONTROL PLAN	4/10/2026
LG100	LANDSCAPE GRADING PLAN	4/10/2026
LH100	HARDSCAPE PLAN ENLARGEMENT	4/10/2026
LH500	HARDSCAPE DETAILS	4/10/2026
LH501	HARDSCAPE DETAILS	4/10/2026
LH502	HARDSCAPE DETAILS	4/10/2026

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LH503	RIGHT OF WAY DETAILS	4/10/2026
LP100	LANDSCAPE PLANTING PLAN	4/10/2026
LP500	LANDSCAPE PLANTING DETAILS	4/10/2026

.6 Specifications

Section	Title	Date
DIVISION 1:	GENERAL REQUIREMENTS	4/15/2026
SECTION 010100	SCOPE OF WORK	4/15/2026
SECTION 010500	FIELD ENGINEERING	4/15/2026
SECTION 012100	ALLOWANCES	4/15/2026
SECTION 012200	UNIT PRICES	4/15/2026
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	4/15/2026
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	4/15/2026
SECTION 012900	PAYMENT PROCEDURES	4/15/2026
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	4/15/2026
SECTION 013300	SUBMITTAL PROCEDURES	4/15/2026
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	4/15/2026
SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4/15/2026
SECTION 017000	EXECUTION REQUIREMENTS	4/15/2026
SECTION 017310	CUTTING AND PATCHING	4/15/2026
SECTION 017320	SELECTIVE DEMOLITION	4/15/2026
SECTION 017350	SUBSTITUTION PROCEDURES	4/15/2026
SECTION 017700	CLOSEOUT PROCEDURES	4/15/2026
SECTION 017820	OPERATION AND MAINTENANCE DATA	4/15/2026
SECTION 017830	PROJECT RECORD DOCUMENTS	4/15/2026
DIVISION 2	SITE WORK	
SECTION 020700	SELECTIVE SITE DEMOLITION	4/15/2026
SECTION 022300	SITE CLEARING	4/15/2026
SECTION 023000	EARTHWORK	4/15/2026
SECTION 025130	ASPHALTIC CONCRETE PAVING	4/15/2026
SECTION 027510	CEMENT CONCRETE PAVEMENT	4/15/2026
SECTION 029000	LANDSCAPING	4/15/2026
SECTION 033000	CAST-IN PLACE CONCRETE	4/15/2026
SECTION 079200	JOINT SEALANTS	4/15/2026
SECTION 221116	DOMESTIC WATER PIPING	4/15/2026
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	4/15/2026

.7 Addenda:

- **NONDISCRIMINATION:**
  A. Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991Additionally Contractor shall follow City of Mobile Ordinance No. 14-034 which

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requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of $250,000.00 or greater.

- **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.

- **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.

- **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 anattorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exisits in the non-resident's state.

attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.

A. Certificate of Authority: All non-resident (out of State) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

- **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).

- **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.

- **CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:**

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A. A City of Mobile Contractor's Business License is required and must be current at time of contract award and throughout contract period.
B. Contractor must qualify and post a $10,000 surety bond with the BUILD Mobile 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:

Build Mobile
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

- **CITY OF MOBILE BUILDING PERMIT:**

A. A City of Mobile Building Permit is required and shall be obtained from the City of Mobile, but at no cost to the Contractor.
B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

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SECTION 00300
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:

1. BIDDING DOCUMENTS:

   A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the City of Mobile website as listed in the Invitation to Bid.

   B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

   C. 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 ctoland@was-design.com with copies to chuck.babin@cityofmobile.org

   C. Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

   D. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

3. BIDDING PROCEDURES:

   A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.

   B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.

   C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.

F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

G. For non-residential projects over $100,000, General Contractors shall be duly licensed in the State of Alabama pursuant to Alabama State Code 34-8-8 and shall show evidence of such with a minimum of a current license number on the Bid Form and any other information required by law.

4. BID SECURITY:

A. A Cashier's Check drawn on an Alabama bank 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 RECOMMENDED 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 9x12 inches or larger and be marked on the outside with the words "SEALED CIP LAVRETTA PARK PLAYGROUND COURT-PLAYGROUND IMPROVEMENTS PROJECT NUMBER PR-012-25 the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount of $100,000 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. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, WEDNESDAY, WEDNESDAY MAY 20TH 2026.**

   C. 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.

   D. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

   E. 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.
(5). Construction Schedule with major milestones.

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) corporations must register with the Secretary of State and obtain a Certificate of Authority before doing business in the State of Alabama. Out of state Bidders should register and secure the required Certificate before submitting a Bid. The account number shall be included on the Bid Form.

15. ALABAMA IMMIGRATION ACT:

A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR’S BUSINESS LICENSE:

A. A City of Mobile Contractor’s Business License is required and must be current at time of contract award and throughout contract period.

B. Contractor must qualify and post a $10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7421

Revenue Department
P.O. Box 1827
Mobile, Alabama 36633-1827
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

A. If a City of Mobile Building Permit is required it shall be obtained from Build Mobile, but at no cost to the Contractor.

B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations. Project will not be considered for Substantial Completion until all final inspections are passed

19. CONSTRUCTION PROJECT SIGN

A. A Construction Project Sign, a drawing of which is provided in this Project Manual, will be required. Within 10 days of Notice to Proceed, Contractor shall provide proof of sign layout and verbiage for review and approval prior to fabrication. The location of sign at the site shall be approved by the City of Mobile prior to installation.

20. CONSTRUCTION SCHEDULE AND ACCESS:

A. The project shall be completed within one hundred and fifty (150) calendar days from the date indicated by the Notice to Proceed.

B. Lavretta Park will remain in use throughout the Construction period and the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.

C. Contractor shall have access to the park as approved by the Owner, but typically **Monday through Friday from 7:30 A.M. to 5:00 P.M.** Contractor is directed to coordinate all areas of work and scheduling with the Owner around the Owner's scheduling of the park. After hours and weekend work will require prior approval of the Owner Representative and may require hiring of a guard at the contractor's expense.

D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the

given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

21. SITE CONSIDERATIONS:

A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. It is recommended that the Contractor photograph, videotape or in some manner document any features to be removed or improved 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.

22. 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 .

23. 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", lien waivers and updated construction schedule, including those from Subcontractors and material suppliers.

24. 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 CIP Lavretta Park Playground Court-Playground Improvements PR 012-25, 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.

25. 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.

26. 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 00300

SECTION 00400
BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-012-25
PROJECT NAME: CIP Lavretta Park Playground Court-Playground Improvements
PROJECT LOCATION: 200 W. Parkway Dr. Mobile, AL 36608

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 Wednesday, May 20th, 2026; and all Addendum (a) Number(s) _____, dated _____, 2026 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME:_____

ADDRESS:_____**PHONE**_____

ALABAMA GENERAL CONTRACTOR LICENSE NO. _____

CITY OF MOBILE BUSINESS LICENSE NO._____

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO._____

SECRETARY OF STATE OF ALABAMA ACCOUNT NO._____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [ ] (A Corporation) [ ] (A Partnership [ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for one hundred-fifty (150) calendar days from the date of the Notice to Proceed.

Base Bid: **$ .00**

Contingency Allowance: **+$ 50,000.00**

Total Base Bid:

TOTAL BID: _____Dollars, ($ .00)
(Amount in Words) (Amount in Figures)

.

UNIT PRICES: Refer to the Unit Price Section Specifications

Unit price form must be submitted with the bid form.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank 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 seven (7) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME:_____
(Printed or Typed)

BY:_____
(Signature of Company Officer)

COMPANY OFFICER:_____
(Printed or Typed)

TITLE_____ **DATE**_____**, 2026**
(Printed or Typed)

Sworn to and subscribed before me this _____ day of _____2026

_____
Notary Public

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile **Date:**_____

Name of Project: CIP Lavretta Park Playground Court-Playground Improvements
Project Number: PR-012-25

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:	$_____

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

Legal Name of Bidder_____

Mailing Address_____

***By (Legal Signature)**_____

*Name (type or print)_____ (Seal)

*Title_____

Telephone Number_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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 emai: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 _____ 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: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai: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: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ 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. _____

_____

SECTION 00500

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

PART 1 GENERAL

A. This section includes the STANDARD FORM OF AGREEMENT BETWEEN OWNER and CONTRACTOR, 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.

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the City:	**City of Mobile** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Contractor:	_____ _____ _____ **City Business License No.:** _____
For the following Project:	**CIP Lavretta Park Playground Court-Playground Improvements** **200 W. Parkway Drive** **Mobile, Alabama 36607** **Project Number: PR-012-25**
The Architect:	**WAS Desing, Inc.** **51 Tacon St. Suite E** **Mobile, AL 36607**

REV.11/03/2025

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and _____ _____ [Contractor Legal Name], hereinafter referred to as "Contractor."

This Agreement, including the following Exhibits:

All specifications, drawings, and addenda related to project enumerated below
Exhibit A Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B E-Verify
Exhibit C Performance, Labor and Material Bonds
Exhibit D Certificate of Liability Insurance
Exhibit E Insurance Endorsements

attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City issued Request for Bids on _____; 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 **CIP Lavretta Park Playground Court-Playground Improvements aka Lavretta Park - Phase II 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 not exceed _____ and 00/100 ($00.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$00.00
Contingency Allowance:	$50,000.00
Total Bid:	$00.00
Alternate #1	$00.00
Total Contract Sum:	$00.00

B. Alternates (if any included in the contract sum)

Item: Price: 0.00

C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents. Contingency funds may not be used for costs resulting from contractor error or omission.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed be BLANK dollars and 00/100 ($00.00) for the entire Project in accordance with Exhibit C Schedule of Values attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout.

E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. Progress Payments

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the

Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.

3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment by both Architect and City.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
    a. The amount of each progress payment shall first include:
        i. That portion of the Contract Sum properly allocable to completed Work;
        ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.
        iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
    b. The amount of each progress payment shall then be reduced by:
        i. The aggregate of any amounts previously paid by the City;
        ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
        iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
        iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
        v. Retainage withheld pursuant to Section IV(A)(8).
    c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
8. Retainage
    a. For each progress payment made prior to Substantial Completion of the Work, the City shall withhold the following amount, as retainage, from the payment otherwise due in compliance with Alabama Code §39-2-12 (1975):
        i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
   a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
   b. a Certificate of Substantial Completion has been issued by the Architect and the City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:
   The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
   a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
      i. Contractor's Release or Waiver of Liens
      ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
   b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
   c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
   d. Any additional close out requirements per the contract documents; and
   e. Notarized Affidavit of Notice of Completion advertisement from publisher. Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for three (3) consecutive weeks, as required in the Code of Alabama 1975 § 39-1-1 (f) (1). A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. *id*§ 39-1-1 (f) (3). 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. *id*§ 39-1-M
   f. The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with §39-1-1(f)(1) Code of Alabama, 1975, NOTICE IS HEREBY given that *** has completed the contract for **Lavretta Park - Phase II Improvements** located at 200 W. Parkway Drive, Mobile, Alabama 36608, Project Number: PR-012-25. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile,

P. O. Box 1827, Mobile, Alabama 36633-1827.

g. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.

B. If the City's Director of Real Estate and Asset Management ('REAM Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on Exhibit C Schedule of Values as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

A. Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

B. Employee's Liability Insurance shall be provided for limits of liability not less than:

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

C. 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:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage Bodily Injury and Property Damage	$1,000,000 each occurrence; or $1,000,000 combined single limit

D. 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."

E. The Contractor shall carry for himself and shall require that all Subcontractors and all City Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property damage Bodily Injury and Property damage	$1,000,000 each occurrence; or, $1,000,000 combined single limit
Umbrella/Excess Liability:	$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

F. Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

G. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

H. The standard ACORD™ format is attached hereto as Exhibit G. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

I. 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.

J. "In Rem" endorsement.

K. Contractor shall procure and maintain insurance as specified in this contract, as modified by Exhibit G & H, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents (generally one year).

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City and endorsed to waive rights of subrogation in favor of the City. Endorsements for waiver of transfer rights, and Additional Insured should be provided separately from Certificate of Insurance.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

L. The Contractor shall provide bonds as set forth below, samples attached hereto as Exhibit F:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than one hundred and fifty (150) calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor

shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the competition of services.

X. ENUMERATION OF DOCUMENTS

A. Standard Form of Agreement Between City and Contractor;

B. General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

C. Drawings

Number	Title	Date
CS100	COVER SHEET	4/10/2026
EC100	EXISTING CONDITIONS PLAN	1/15/2023
SP010	OVERALL SITE PLAN	4/10/2026
SP100	SITE PLAN ENLARGEMENT	4/10/2026
DP100	DEMOLITION PLAN ENLARGEMENT	4/10/2026
DP500	DEMOLITION SCHEDULE	4/10/2026
EC100	EROSION CONTROL PLAN	4/10/2026
LG100	LANDSCAPE GRADING PLAN	4/10/2026
LH100	HARDSCAPE PLAN ENLARGEMENT	4/10/2026
LH500	HARDSCAPE DETAILS	4/10/2026
LH501	HARDSCAPE DETAILS	4/10/2026
LH502	HARDSCAPE DETAILS	4/10/2026
LH503	RIGHT OF WAY DETAILS	4/10/2026
LP100	LANDSCAPE PLANTING PLAN	4/10/2026
LP500	LANDSCAPE PLANTING DETAILS	4/10/2026

D. Specifications

Section	Title	Date- 4/15/2026
DIVISION 1:	GENERAL REQUIREMENTS	4/15/2026
SECTION 010100	SCOPE OF WORK	4/15/2026
SECTION 010500	FIELD ENGINEERING	4/15/2026
SECTION 012100	ALLOWANCES	4/15/2026
SECTION 012200	UNIT PRICES	4/15/2026
SECTION 012510	PRE-BID SUBSTITUTION PROCEDURES	4/15/2026
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	4/15/2026
SECTION 012900	PAYMENT PROCEDURES	4/15/2026
SECTION 013100	PROJECT MANAGEMENT AND COORDINATION	4/15/2026
SECTION 013300	SUBMITTAL PROCEDURES	4/15/2026
SECTION 014010	QUALITY CONTROL TESTING PROCEDURES	4/15/2026
SECTION 015000	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	4/15/2026
SECTION 017000	EXECUTION REQUIREMENTS	4/15/2026
SECTION 017310	CUTTING AND PATCHING	4/15/2026
SECTION 017320	SELECTIVE DEMOLITION	4/15/2026
SECTION 017350	SUBSTITUTION PROCEDURES	4/15/2026
SECTION 017700	CLOSEOUT PROCEDURES	4/15/2026
SECTION 017820	OPERATION AND MAINTENANCE DATA	4/15/2026
SECTION 017830	PROJECT RECORD DOCUMENTS	4/15/2026
DIVISION 2	SITE WORK	Date- 4/15/2026

SECTION 020700	SELECTIVE SITE DEMOLITION	4/15/2026
SECTION 022300	SITE CLEARING	4/15/2026
SECTION 023000	EARTHWORK	4/15/2026
SECTION 025130	ASPHALTIC CONCRETE PAVING	4/15/2026
SECTION 027510	CEMENT CONCRETE PAVEMENT	4/15/2026
SECTION 029000	LANDSCAPING	4/15/2026
SECTION 033000	CAST-IN PLACE CONCRETE	4/15/2026
SECTION 079200	JOINT SEALANTS	4/15/2026
SECTION 221116	DOMESTIC WATER PIPING	4/15/2026
SECTION 330525	LOCATIONS OF EXISTING UTILITIES	4/15/2026

ILLUSTRATIONS:

SHEET NO.	SHEET TITLE
1 OF 1	PROJECT SIGN

E. Addenda, if any:

Number Date

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

F. Other Exhibits:

Exhibit A Office of Small Business Development Subcontracting and Major Supplier Plan
Exhibit B E-Verify
Exhibit C Performance, Labor and Material Bonds
Exhibit D Certificate of Liability Insurance
Exhibit E Business License Verification
Exhibit F Bidding and Project Manual

G. Other Documents:

1. BIDDING AND CONTRACT REQUIREMENTS

a.	Section 00100	Invitation to Bid
b.	Section 00200	Instructions to Bidders-AIA Document A701-2018
c.	Section 00300	Supplementary Instructions to Bidders
d.	Section 00400	Bid Form Accounting of Sales Tax Form C-3A Office of Supplier Diversity Subcontracting and Major Supplier Plan
e.	Section 00500	Standard Form of Agreement Between City and Contractor For a Stipulated Sum
f.	Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report) Certificate of Substantial Completion-AIA Document G704

Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9
Tax
Form and City of Mobile Vendor Information Form

g. Section 00700 General Conditions of the Contract for Construction-Document A201

XI. HIERARCHY

A. In the event of conflict, this Standard Services Agreement, as modified by the City, shall control over any incorporated documents. The order of precedence shall be Agreement → Addenda → Specifications → Drawings → Other Documents.

XII. LIQUIDATED DAMAGES

A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 250.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XIII. FORCE MAJEURE

A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XIV. OBLIGATIONS OF THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection.
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.

D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services. Contractor is not entitled to lost profits, overhead, or anticipated earnings upon termination.

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 XV(A) above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XVI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any

objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XVII. CONTRACTOR WARRANTY

A. Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor for the Work covered by this contract, unless otherwise specified. Contractor shall provide standard manufacturer warranty on all equipment from date of acceptance. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVIII. SUSPENSION/STOP WORK ORDER

A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work

order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).

B. In the event the City determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XIX. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Director of Real Estate and Asset Management ('REAM Director'), Carleen Stout, or successor.

B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Director, REAM
As: City's Authorized Agent
P.O Box 1827
Mobile, AL 36633-1827

CONTRACTOR:
***

CITY OF MOBILE – LEGAL:
City of Mobile
Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XX. DEFAULT/ BREACH

A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance,10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated

officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XXI. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XXII. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement**.**

XXIII. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXIV. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XXV. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXVI. ANTI-BOYCOTT

A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXVII. NON-DISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXVIII. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXIX. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The Agreement controls over all exhibits and incorporated documents, and no exhibit may alter indemnity, liability, or payment terms unless expressly stated in the Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

E. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

H. 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.

I. 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.

J. 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.

K. 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.

L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

M. 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.

N. 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.

O. 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.

P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR

By: _____

Date: _____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that _____ whose name as Member of _____, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____

(Seal)

CITY OF MOBILE

By:_____
Spiro N. Cheriogotis, Mayor
Date: _____

ATTEST:

_____
City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INFORMATION ONLY

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	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[X] Contractual Liability						MED EXP (Any one person)	$
	[ ]	X	X				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC			INFORMATION ONLY			PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS	X	X				BODILY INJURY (Per accident)	$ 1,000,000
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
	[ ]							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N		x				E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

INFORMATION ONLY

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

PROJECT NAME: Lavretta Park Phase II Improvements PROJECT NUMBER:PR-012-25
LOCATION: 200 W. Parkway Drive, Mobile AL 36608
City of Mobile must be notified of cancellation within 30 days, and non payment within 10 days.
See additional endorsements, waiver of subrogation, additional insured, and primary insurance information

CERTIFICATE HOLDER

The City of Mobile

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 ($_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2026 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete CIP Lavretta Park Playground Court-Playground Improvements, 200 W. Parkway Dr. St. Mobile, AL 36608 – PR-012-25, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY
Company:_____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name:_____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
REAM Director
PO Box 1827
Mobile, AL 36633
251-508-7752

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor**,** _____, _____, _____ , as Principal, and _____ _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 ($_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2026 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete complete CIP Lavretta Park Playground Court-Playground Improvements, 200 W. Parkway Dr. Mobile, AL 36608 – PR-012-25, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

(b) The Principal and Surety hereby designate and appoint _____ **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

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

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

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2026

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:
_____

SURETY
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title:_____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
REAM Director
PO Box 1827
Mobile, AL 36633
251-508-7752

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Secu[illegible] Division	
Name (Please Type or P[illegible]	Title
Signature	Date

SAMPLE

E-Verify

Company ID Number:

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

SAMPLE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

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.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTALS								

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G703-1992

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* Lavretta Park- Phase II Improvements 200 W Parkway Drive Mobile, AL 36608	**CONTRACT INFORMATION:** Contract For: Date: 01/01/2030	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)* City of Mobile P. O. Box 1827 Mobile, AL 36633-1827	**ARCHITECT:** *(name and address)* WAS Desing, Inc 51 Tacon Street, Suite E Mobile, AL 36607	**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.)

ARCHITECT *(Signature)*	*(Printed name, title, and license number if required)*	*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 ( ) 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.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Signature)*	*(Printed name and title)*	*Date*

OWNER *(Signature)*	*(Printed name and title)*	*Date*

DRAFT

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AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

TO OWNER: *(Name and address)*
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER:[ ]
ARCHITECT:[ ]
CONTRACTOR:[ ]
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 [X] 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)*

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

TO OWNER: *(Name and address)*

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

ARCHITECT'S PROJECT NUMBER :

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER: [ ]
ARCHITECT: [ ]
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)*

CONTRACTOR'S Authorized Representative *(Signature)*

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Lavretta Park- Phase II Improvements

200 W Parkway Drive
Mobile, AL 36608

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATED:
01/01/2030

OWNER: [ ]
ARCHITECT: [ ]
CONTRACTOR: [ ]
SURETY: [ ]
OTHER: [ ]

TO OWNER: *(Name and address)*
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

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)

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

, 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)*

Attest:
(Seal):

(Printed name and title)

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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 - 2007

PART 1 GENERAL

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Lavretta Park- Phase II Improvements
200 W Parkway Drive
Mobile, AL 36608

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

WAS Desing, Inc
51 Tacon Street, Suite E
Mobile, AL 36607

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 Alabama law prohibits the enforcement of liens against public property. Contractor shall furnish payment and perfromance bonds.

§ 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.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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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 & Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect or Owner 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 and/or Owner 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 days after the opening of sealed Bid, the Contractor shall furnish, 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 Owner.

§ 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.

§ 3.4.1.1 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.

§ 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. Construction Change Directive's should be used only in emergencies and in compliance with Alabama Code Title 39 or 41 as applicable.

§ 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

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skilled in tasks assigned to them.

§ 3.4.4 The Contractor is responsible for the skill of Work. All workers 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.
§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the opinion of the Architect and/or Owner, 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 and/or Owner.
§ 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.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-9 Nondiscrimination Provisions:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or disability. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, national origin or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or worker's representative of the contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further municipal contracts.
5. The contractor will include the provisions of this section in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that such provisions will be binding upon each subcontractor or vendor.
6. Each contractor will agree to the above in writing, including the contractor's commitment to follow the Americans with Disabilities Act of 1990.

§ 3.4.6 During the performance of Work, Contractor shall follow City of Mobile Code § 14-10 to encourage participation of socially and economically disadvantaged contractors by utilizing the Subcontracting and Major Supplier Plan included in the Bid Package.

§ 3.5 Warranty

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§ 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. Most Owner projects are exempt from Sales Tax and should be accounted for in bid package. A completed Form C-3A: Accounting of Sales Tax must be submitted with all Bid Forms. Submission of Sales Tax Form C-3A with the Proposal Form is required

§ 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 buildingpermit without cost, and shall secure and pay for any other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within seven 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, within seven days 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.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. Th 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.
§ 3.12.6 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

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the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

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§ 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 Owner and/or 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 that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment 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

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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., Owner's representive should be included in all relevent communications.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will assist in preparing 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

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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.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the apparent low bidder, within (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 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

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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 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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work.

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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. .

§ 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, subject to review by Owner. Construction Change Directive or order for a minor change in the Work should be used only in emergency situations. Changes in the Work are subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. All changes must comply with City of Mobile policies and funding approvals, and follow Public Bid Law. No change is valid without written authorization from the Owner.

§ 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.

1. Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.
2. Emergencies arising during the course of the Work of the Contract.
3. 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.
4. 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.

§ 7.1.3 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.

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§ 7.2.2 Change Orders shall only be utilized to the extent they do not violate Title 39, Code of Alabama, 1975, as amended

§ 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. This is only to be used when necessitated by emergency, and should be followed up with a Change Order and to the extend allowed by Alabama Code Title 39. CCD should not exceed Contingency.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from 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

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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 stating there is no additional cost or time impact. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 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.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 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. To the extent allowed by Title 39, Code of Alabama 1975 as amended.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect 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).

§ 9.3.1.2 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.

§ 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

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materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, 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 be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-

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up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work 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.

§ 9.9 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

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with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. 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.

§ 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.

§ 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 shallcomply 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.

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.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 (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.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon

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written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site 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 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 reimburse the Contractor for all 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 shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Alabama and Jurisdiction shall be in Mobile County or Southern District 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

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

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

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

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

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

§ 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 BUILD MOBILE for inspections and approval at the times required by the Ciyt requirements, 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, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 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

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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 shall 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

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and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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

Shall be governed by applicable Alabama State Law.

§ 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 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 14 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes 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 that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 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 therefor; 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.

§ 15.2.7 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.

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§ 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 or arbitration as a condition precedent to binding dispute resolution.

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SECTION 010100 – SCOPE OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Summary of Work: Contract, contractor use of premises, demolition and replacement of existing playground and drainage improvements.

B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.

C. Coordination and Meetings: Coordination, field engineering, meetings, progress meetings, examination and 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: Furnish and install the necessary materials, labor, equipment, and appurtenances for the following items:

1. Base Bid – Principal features of improvements paving, fencing, shade structures, drainage improvements, concrete walks, site amenities, demolition, and landscaping.

B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

A. Contractor shall have access to the park from 7:30 AM to 5:00 PM, Monday

through Friday, and at other times as permitted by Owner. Work areas shall be limited to the Park site as indicated on the drawings. Areas of the Park may be used for staging/storage only as permitted by owner.

B. Contractor shall coordinate all Work with work of separate contractors and Owner's own forces.

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 G702 Application and Certification for Payment.

1.6 APPLICATIONS FOR PAYMENT

A. Submit three signed and notarized originals of each application on AIA Form G702 with AIA Form G703.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Payment Period: See General Conditions.

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 Unit Prices established in the Contract, Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved, in writing, by Owner.

C. Change Order Forms: Submit form approved by Owner’s Project Manager.

1.8 ALTERNATE BID ITEMS

A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
B. Coordinate related Work and modify surrounding Work as required.

C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

A. Coordinate scheduling, submittals, and Work in the various areas of the facility to ensure an efficient and orderly sequence of installation.

1.10 PRECONSTRUCTION MEETINGS

A. Contractor is to coordinate work around scheduled activity at the facility. Contractor shall schedule a meeting with the Project Manager and the Owner for a review prior to start of work.

1.11 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.

1.12 CONSTRUCTION PROGRESS SCHEDULES

A. 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.

1.13 SHOP DRAWINGS

A. Shop Drawings for Review: Submit to Project Manager/Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

B. Submit three 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. Close Out documents shall include hard copies of all submittals.

1.14 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.

1.15 EXAMINATION

A. Prior to start of Work, verify that existing site conditions and sub surfaces 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 (if applicable).

1.16 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.

1.17 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.

1.18 ELECTRICITY

A. Contractor shall be responsible for providing portable power for work as required.

1.19 WATER SERVICE

A. Contractor shall be allowed to use existing potable water, if available.

1.20 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide temporary sanitary facilities for Contractor's own workers. Temporary facilities shall be maintained clean and in a sanitary condition by the Contractor.

1.21 BARRIERS AND FENCING

A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas within 14 days of Notice to Proceed.

1.22 SPECIAL PROVISIONS FOR EROSION AND SEDIMENT CONTROL

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

version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

The Owner shall be responsible for providing, implementing and maintaining temporary “Best Management Practices” (BMPs) in full accordance compliance with all applicable Local, State and Federal Codes and Ordinances throughout the period of construction.

Contractor shall protect existing BMP's and shall repair/re-establish damage to BMPs by Contractor's own forces.

1.23 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

1.24 SECURITY

A. Contractor shall be responsible for providing his own security to protect the Work during construction.

1.25 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 all disturbed/damaged lawn areas as a result of construction-haul routes.

1.26 PARKING

A. Contractor parking is available on site in area(s) designated by owner. Do not block traffic.

1.27 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain work areas free of waste materials, debris, and rubbish daily. 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.

1.28 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.

1.29 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.

1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

A. Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

1.31 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 reviewed for approval by Owner as Substitutions. Submit product data as required in substitutions.

1.32 SUBSTITUTIONS

A. Project Manager will consider requests for Substitutions only if submitted in writing at least 10 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.

B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.

C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.

D. Substitution shall indicate all product properties and show that they are equal to that Specified.

1.33 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Project Manager's inspection.

B. Contractor shall, immediately after completion of the Contract, give notice of completion, by an advertisement in the local newspaper, for a period of Four (4) successive weeks. Final settlement shall not be made until Thirty (30) days after completion of the notice.

C. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due. For final payment of retainage, submit invoice, consent of surety, certificates of no liens, Contractors one year labor and materials warranty on Contractors letterhead, proof of advertisement and other documents required by the Owner and State law.

D. Submit a set of drawings with all variations neatly noted for use as record drawings.

1.34 FINAL CLEANING

A. Execute final cleaning prior to final inspection of each work area. Entire project shall be ready for use by Owner 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.

1.35 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.

1.36 WARRANTIES

A. All materials and labor to be warranted for 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 representative, before the end of the warranty period 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 010100

SECTION 010500 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality Control.

B. Submittals.

C. Project Record Documents.

1.2 RELATED SECTIONS

A. Contractor is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees, and services necessary for completion of work in this section.

1.3 QUALITY CONTROL

A. Employ a Land Surveyor registered in the State of Alabama and acceptable to Architect/Engineer for layout and staking of project grades, construction location and utility requirements.

1.4 SUBMITTALS

A. Submit name, address, and telephone number of Surveyor before starting survey work.

B. On request, submit documentation verifying accuracy of survey work.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

B. On completion of foundation and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

C. Submit Record Documents under provisions of Section 01781.

1.6 EXAMINATION

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect/Engineer of any discrepancies discovered.

1.7 SURVEY REFERENCE POINTS

A. Contractor to locate and protect survey control and reference points.

B. Control datum for survey is that established by Owner provided survey and indicated on Drawings.

1.8 SURVEY REQUIREMENTS

A. Provide field engineering services. Utilize recognized engineering survey practices.

B. Establish a minimum of two (2) permanent benchmarks on site, referenced to established control points. Record locations with horizontal and vertical data on Project Record Documents.

C. Establish elevations, lines, and levels. Locate and lay-out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill, and topsoil placement; utility locations, depth below finished grade, slopes, and invert elevations.
2. Grid or axis for structures.
3. Building foundation, column locations, ground floor elevations.

D. Periodically verify layouts by same means.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 010500

SECTION 012100 – ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.

2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in these Sections.

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. Any work completed or material purchased prior to owners written consent is subject to acceptance and payment at the Owners discretion.

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 $50,000.00.

END OF SECTION 012100

SECTION 012200 – UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Additions and Deductions to the contract.

1.3 UNIT PRICES

A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.

B. Take measurements and compute quantities.

C. The unit prices provided by the Contractor will be used to calculate changes to the contract sum for both additive and deductive changes in the work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 UNIT PRICE FORM: -This form is required to be included with the Bid Form.

END OF SECTION 012200

CIP LAVRETTA PARK PLAYGROUND COURT- PLAYGROUND IMPROVEMENTS PR-012-25

UNIT PRICE FORM

Prepared by WAS Design, Inc.

4/15/26 10:39 AM

Note: All specific manufacturer equipment is "Basis of Design". Equal materials may be submitted as substitutions per specifications.

Note: Unit prices are for additions and deductions, any change in measurable quantities will adjusted for through Change Order

	Code	Description		Units		Unit Cost	Total
	32-07	TRASH RECEPTACLE: 32 GAL		EA			
	32-08	FENCE: 48" COMM. GRADE ALUMINUM		LF			
	32-12	METAL HANDRAIL AT RAMP		LF			
	32-16	STANDING CURB: 8"		LF			
	32-18	CONCRETE WALK		SF			
	32-23	CONCRETE PLAYGROUND WALK		SF			
		PLAYGROUND SUBSURFACE DRAIN PIPE		LF			
		SOD: ZOYSIA GRASS		SF			

SECTION 012510 – PREBID SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 PROCEDURES FOR “PRE-BID APPROVAL”

A. If it is desired that a product, material, system, piece of equipment, or service from a source different from those sources identified in the Bid Documents be approved as an acceptable source, application for the approval must reach the hands of the Architect at least ten days prior to the date set for the opening of bids. At the Architect’s discretion, this ten-day provision may be waived. The application for approval of a proposed source must be accompanied by technical data which the applicant desires to submit in support of the application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed source with previous users, evidence of reputation of the source for prompt delivery, evidence of reputation of the source for efficiency in servicing its products, or any other pertinent written information. The application to the Architect for approval of a proposed source must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bid Documents. The burden of proof of the merit of the proposed substitution is upon the proposer. To be approved, a proposed source must also meet or exceed all express requirements of the Bid Documents and a statement must be submitted with the request confirming that. Approval, if granted, shall not be effective until published by the Architect in an addendum to the Bid Documents.

END OF SECTION 012510

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's form.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.4 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, **Architect** will issue a Change Order for signatures of Owner and Contractor on form included in Project Manual.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section "Allowances" for procedural requirements governing the handling and processing of allowances.
2. Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section "Project Management and Coordination" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of ten percent of the Contract Sum.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Allowances: Provide a separate line item in the schedule of values for each allowance. Each item in the schedule of values and Applications for Payment shall be complete. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values.

6. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. List of Contractor's staff assignments.
5. Copies of building permits.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Initial progress report.
8. Report of preconstruction conference.
9. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.

8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Requests for Information (RFIs).
   2. Project meetings.
   3. Construction Schedule

B. Related Requirements:
   1. Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections which depend on each other for proper installation, connection, and operation.

   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. 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.

C. 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 and provide a critical path schedule for completion of the project. The schedule shall be updated before each scheduled meeting. In the event of delays impacting the critical path schedule the Contractor shall make recommendations for corrective action.
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.

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.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product

Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: AIA Document G716.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within **10** days of receipt of the RFI response.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after Notice to Proceed.

1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Designation of key personnel and their duties.
    c. Procedures for processing field decisions and Change Orders.
    d. Procedures for RFIs.
    e. Procedures for testing and inspecting.
    f. Procedures for processing Applications for Payment.
    g. Distribution of the Contract Documents.
    h. Submittal procedures.
    i. Preparation of record documents.
    j. Use of the premises and existing building.
    k. Work restrictions.
    l. Working hours.
    m. Owner's occupancy requirements.
    n. Responsibility for temporary facilities and controls.
    o. Construction waste management and recycling.
    p. Parking availability.
    q. Office, work, and storage areas.
    r. Equipment deliveries and priorities.
    s. Security.
    t. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at appropriate intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will

be completed within the Contract Time.

1) Review schedule for next period.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 – SUBMITTAL 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 requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:
1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Division 1 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Due to funding restrictions, the contractor is encouraged to submit long lead time items for review as soon as construction contract has been received in unexecuted form.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Submit submittals in pdf format by way of email except as stated below.
   1. Submit paper copies only when electronic pdf submittals cannot be submitted or when paper originals are specifically required.
      a. Paper copies required for Project Record Document, Operations and Maintenance Manuals or additional distribution shall be color copies when color is contained in the document.
      b. Shop drawings on sheets in excess of 11x17 inches shall be submitted in both electronic and non-electronic formats.
   2. Submit electronic submittals via email as PDF electronic files.
      a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
      b. Print and retain one copy as a Project Record Document. Make additional copies where copies are required for operation and maintenance manuals
   3. Number of Non-electronic Copies:
      a. Submit five copies, unless otherwise indicated. Architect will return annotated electronic data file or one marked and one unmarked paper copy.
      b. Mark-up and retain one returned copy as a Project Record Document. Make additional copies where copies are required for operation and maintenance manuals.
   4. Samples, color chips and other physical materials shall be submitted as indicated herein in the appropriate Article.
   5. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures."
   6. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
      a. For digital submittals provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
      b. For paper submittals provide a notarized statement on original paper copy certificates and certifications where indicated.
   7. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
   a. Submit documents larger than 11 inches x 17 inches in both PDF electronic format and in paper format as described in Paragraph “General Submittal Procedure Requirements”.

D. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

E. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

F. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Submit subcontract list in the following format:
   a. PDF electronic file.

H. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

I. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

J. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

K. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

L. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

N. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

R. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of

software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

D. Contractor’s action shall include the word “Approved” as part of the approval indication.

E. Submission of partial or incomplete submittal shall constitute the Contractor’s acceptance of responsibility for correcting construction or product non-compliances resulting from partial or incomplete submissions.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Action shall be marked as follows:

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial or incomplete submittals may be considered nonresponsive and may be returned without review.
   1. Review of partial or incomplete submittals shall constitute review of only that information submitted and not be considered acceptance of any subsequent submittal or data that may result in the original submittal becoming non-conforming.
   2. Conditions or construction non-compliances are the responsibility of the Contractor regardless of the review action taken by the Architect.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014010 – QUALITY CONTROL TESTING PROCEDURES

PART 1 - GENERAL

1.1 DESCRIPTION OF SCOPE AND INTENT

A. The intent of this section is to establish quality control standards. Where trade industry standards exceed this section's content, the more stringent requirements shall be required.

1.2 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field Samples.

D. Mock-up.

E. Inspection and testing laboratory services to be provided by the Owner. All Testing to be coordinated with the Owner.

F. Contractor is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees, and services necessary for completion of work in this section.

G. Additionally, required quality control measures, testing and quantity of tests required are provided in technical specifications sections.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. The Architect may require that any or all materials, before use or after placing, items of equipment, or other items be tested, if in his opinion tests are necessary to assure that all material and construction operations are in compliance with the Plans and Specifications. All tests shall be performed by a reputable testing laboratory, subject to the approval of the Owner, and at the Contractor’s expense, unless specified otherwise in the Contract Documents.

B. The test requirements set forth hereinafter shall be the minimum required and if, in the opinion of the Architect, the materials or construction operations required for the prosecution of the work merit further tests or other testing procedures than those specified herewith, or if any deviation from the procedures set forth is considered necessary then such tests or procedures shall be performed as outlined above.

C. Materials or construction operations not listed hereinafter but of which tests are necessary in the opinion of the Architect to ensure compliance with the Plans and Specifications, shall be tested in accordance with a procedure as directed by the

Architect.

D. Where ASTM Specifications and serial numbers are stipulated, the reference shall be construed to be the specification and serial number as amended to date of opening Bids for the Contract, either as an adopted standard, an adopted tentative standard, or an adopted supplement. When the term "Federal Specifications," or "Federal Board Specifications," is cited, the reference shall be construed to mean the specification as modified by any amendments promulgated "Federal Board Specification" has been superseded by a date of opening Bids for the Contract, citation of such "Federal Board Specifications" shall be construed to mean the superseding "Federal Standard Specification".

E. The Contractor is not responsible for any “Special Inspections”. Special Inspections should be coordinated with the Architect and provided by the Owners.

1.4 QUALITY CONTROL

A. Quality control testing as outlined in the Project Documents is the responsibility of the Contractor and costs for same shall be included in the Project Base Bid price.

B. All test requirements per Division Two

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION 014010

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION OF SCOPE AND INTENT

A. The intent of this section is to provide guidelines for construction facilities standards and temporary controls. Where local codes or environmental authorities' requirements exceed the standards of this section, the contractor is to include the requirements of such authorities.

B. The General Contractor can use Owner’s water and sewer utilities necessary for construction.

C. The General Contractor shall be responsible for electrical power connection to the Owner’s existing electrical service necessary for construction.

1.2 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone and facsimile service, water, and sanitary facilities.

B. Temporary Controls: Barriers, Maintained enclosures and fencing, protection of the Work, and water control.

C. Construction Facilities: Progress cleaning, project signage, and temporary buildings.

D. Permits and Fees.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel and area of security fencing around construction.

B. Erosion- and Sedimentation-Control Plan: Erosion Control Plan.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless

of previously assigned responsibilities.

1.6 TEMPORARY ELECTRICITY

A. Provide temporary electric feeder from electrical service at location as directed.

B. Provide power outlets for construction operations, with branch wiring and distribution boxes located. Provide flexible power cords as required.

C. Provide main service disconnect and over-current protection at convenient location.

D. Permanent convenience receptacles may be utilized during construction.

E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
   1. Provide 20 ampere duplex outlets, single phase circuits for power tools for of active work areas. Outlets shall be ground fault protected in wet or hazardous areas.
   2. Provide 20 ampere, single phase branch circuits for lighting.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and adjacent properties from damage from construction operations.

B. Provide protection for plant life designated to remain. Replace damaged plant life.

C. Contractor shall protect non-owned vehicular traffic, stored materials, site and structures from damage.

D. Contractor is responsible for maintaining proper traffic control for public safety adjacent to the construction site.

E. Contractor shall furnish erect and maintain barricades, warning signs, lights and other traffic control devices in conformity with the Federal Highway Administration Manual on uniform traffic control. Devices for Streets and Highways.

1.8 FENCING

A. Construction: Contractor to provide security of construction materials and install fencing at site as required in order to control traffic, protect the public and/or materials. **Location of fencing shall be PRE-APPROVED.**

1.9 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Provide silting screen barricades at site run-off.

D. Contractor shall use Best Management Practices (BMP's) and is responsible for the construction and maintenance of erosion and sedimentation controls during construction for protection of adjacent properties, roadways, and waterways.

1.10 PROTECTION OF INSTALLED WORK

A. The Contractor shall notify the City/County Engineer prior to beginning work on City/County Right of Way (ROW).

B. Protect installed Work and provide special protection where specified in individual specification Sections.

C. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

D. Prohibit traffic from landscaped areas.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition with minimum weekly cleaning and haul-off of waste materials.

1.12 LOCATING AND/OR REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. It is the Contractor's sole responsibility to locate any and all buried utilities prior to the commencement of work. Contractor is responsible for buried utilities damaged by Contractor during construction.

B. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

C. Remove underground installations.

D. Clean and repair damage caused by installation or use of temporary work.

E. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

2.2 MATERIALS

A. Chain Link Fencing: Minimum 2-inch (50 mm), 0.148 inch (3.8 mm) thick, galvanized steel, chain link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2 3/8 inch (60 mm) OD line posts and 2 7/8 inch (73 mm) OD corner and pull posts with 1 5/8 inch (42 mm) OD top rails.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service overhead/underground unless otherwise indicated.
   2. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Cellular telephone service and e-mail to construction personnel must be provided at all times during working hours and other times when personnel are on site.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.2 SUPPORT FACILITIES INSTALLATION

A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
   1. Provide dust-control treatment that is nonpolluting and non tracking. Reapply treatment as required to minimize dust.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: For construction personnel use area designated and approved in the site plan referenced this Section, Item 1.3.

D. Project Signs: Provide Project sign. Unauthorized signs are not permitted.
   1. Identification Signs: Provide Project identification signs as included at end of this Section.
   2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
      a. Provide temporary, directional signs for construction personnel and visitors.
   3. Maintain and touchup signs so they are legible at all times.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Perform progress cleaning every day of construction activity.

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having

jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.4 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section "Closeout Procedures."

END OF SECTION 015000

SECTION 017000 – EXECUTION REQUIREMENTS

1.1 RELATED DOCUMENTS

PART 1 - GENERAL

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 “Scope of 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.

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.
3. All exposed underground utilities and service lines, whether existing or new as part of the project scope, shall be examined by consultant and owners representative prior to covering/ backfilling and shall be treated as a milestone for inspection.

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 017000

SECTION 017310 – 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. Refer to other sections for other requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

A. Cutting and Patching Plan: Submit a proposal to the Architect, describing procedures at least 14 calendar days in advance of the time cutting and patching will initially be performed.
   1. Include the following information, as applicable:
      a. Description of the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
      b. Description of the anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.
      c. List of products to be used and entities that will perform work.
      d. Dates and hours of operation when cutting and patching will be performed.
      e. Compatibility and cohesion characteristics of patching compounds with adjacent materials.
   2. Approval by the Architect to proceed with cutting and patching does not waive the right to later require complete removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
   1. The cutting and patching plan shall include but not be necessarily limited to work required at the following structural elements if they are present:
      a. Concrete walls.
      b. Structural concrete.
      c. Structural steel.
      d. Lintels.
      e. Miscellaneous structural metals.
      f. Equipment supports.
      g. Piping, ductwork, vessels and equipment.
      h. Structural systems of other construction

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or in increased maintenance or decreased operational life or safety.
   1. The cutting and patching plan shall include but not be necessarily limited to work required at the following operating elements or safety related systems if they are present:
      a. Primary operational systems and equipment.
      b. Air or smoke barriers.
      c. Water, moisture or vapor barriers.
      d. Membranes and flashings.
      e. Fire protection systems.
      f. Noise and vibration control elements and systems.
      g. Control systems.
      h. Communication systems.
      i. Conveying systems.
      j. Electrical wiring systems.
      k. Operating systems of other construction.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
   1. Engage a specialist who is specifically experienced in the work.
   2. The cutting and patching plan shall include but not be necessarily limited to work required at the following visual elements if they are present:
      a. Processed concrete finishes.
      b. Firestopping.
      c. Acoustical ceilings.
      d. Finished flooring.
      e. Carpeting.
      f. Aggregate wall.
      g. Wall covering.

1.4 EXISTING WARRANTIES

A. Replace, patching and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to avoid any existing warranties.

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 matching 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. Temporary Support: Provide temporary support of Work to be cut.

B. 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.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. 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.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

B. 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 as small as possible, neatly to 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, Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. 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.
6. Proceed with patching after construction operations requiring cutting are complete.

C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.

3.4 CLEANING

A. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

B. Thoroughly clean piping, conduit and similar features before applying paint, restored pipe coverings, or other finishing materials.

END OF SECTION 017310

SECTION 017320 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:
   1. Demolition and removal of selected site elements.
   2. Repair procedures for selective demolition operations.

B. Definitions:
   1. Remove: Detach items from existing construction and legally dispose of them.
   2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
   3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
   4. Existing to Remain: Existing items of construction that are not to be removed.

1.2 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at Contractor's option.

1.3 SUBMITTALS

A. Proposed dust-control measures.

B. Proposed noise-control measures.

C. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition work, with starting and ending dates for each activity.
   2. Interruption of utility services.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Locations of temporary partitions and means of egress.
   5. Procedures to ensure uninterrupted progress of Owner's on-site operations.
   6. Coordination of Owner’s continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Photographs or Videotape: Before work begins, submit sufficiently detailed photographs or videotapes showing existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by selective demolition operations.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with NFPA 241 and ANSI A10.6.

C. Pre-Demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by demolition operations.

1.5 PROJECT CONDITIONS

A. The Contractor shall remove the existing items required for installation of New Work.

B. The Contractor shall remove and reinstall existing items required for the installation of New Work.

C. On-site storage or sale of removed items or materials will not be permitted.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

E. Fire Protection: Maintain fire-protection services during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Where available and appropriate for use, provide repair materials that are identical to existing materials.

B. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

C. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities to be removed have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When encountering unanticipated mechanical, electrical or structural elements that conflict with the intended function or design, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Owner's Representative.

D. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

E. Perform surveys as the selective demolition progresses to detect hazards resulting from the activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by authorities having jurisdiction.
   1. Provide not less than 5 working days' notice to the Owner's Representative if shutdown of service is required.

C. Utility Requirements:

   1. Owner will arrange to shut off utilities when requested by Contractor.
   2. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit after bypassing.
   3. Do not start selective demolition work until utility disconnection and sealing have been completed and verified.
   4. Cap water piping below grade. Prepare for possible re-use. Mark off end of piping below grade.
   5. Cap waste piping below grade. Prepare for possible re-use. Mark off end of piping below grade.

3.3 PREPARATION

A. Dangerous Materials: Drain, purge or otherwise remove, collect and dispose of chemicals, gases, explosives, acids, flammables or other dangerous materials before proceeding with selective demolition operations.

B. Temporary Site Control: Remove debris and conduct demolition operations in a manner to ensure minimum interference with roads, streets, walks, walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct streets, walks, walkways, corridors, or other adjacent occupied or used facilities without permission from the Owner's Representative and authorities having jurisdiction.

C. Temporary Facilities: Conduct demolition operations in a manner to prevent injury to people and damage to adjacent building and facilities to remain. Provide for safe passage of people around selective demolition area.

1. Erect temporary protection, such as walks, fences, railings, canopies and covered passageways, where required for safety of persons.
2. Protect existing site improvements, appurtenances and landscaping to remain.

3. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.

D. Temporary Shoring: Provide and maintain shoring, bracing or other structural support to preserve stability and prevent movement, settlement or collapse of building to be selectively demolished. Strengthen or add new supports when required during the progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust Control: Use temporary enclosures and other suitable methods complying with governing environmental protection regulations to limit the spread of dust and dirt.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding or pollution.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Clean evidence of tracking by transport means on interior.

C. Cleaning: Clean adjacent structures and site improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete selective demolition within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically. Conduct work in an order that avoids transporting removed items and debris through areas with completed selective demolition work, and that allows for removal of items before supports for those items are removed in another area.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage adjoining construction to remain.

Use hand or small power tools designed for sawing or grinding, not for hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations, and maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested and other dangerous or unsuitable materials, and promptly dispose of these materials off-site.
6. Lower removed structural framing members to ground by method suitable to avoid free fall and to prevent floor impact or dust generation.
7. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

B. Existing Facilities: Comply with building Owner’s regulations for using and protecting corridors, stairs, walkways, loading docks, building entries and other building facilities during selective demolition operations.

C. Disposal of Salvaged Items and Items to be Reinstalled:

1. Reinstallation: Where items are indicated to be removed and reinstalled, install the materials and equipment in locations indicated. Comply with installation requirements for new materials and equipment.
2. Delivery to Owner: Where items are indicated to be removed and salvaged, transport the materials and equipment to the area on-site designated by the Owner's Representative or indicated on the Drawings.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

E. Concrete: Demolish concrete in small sections. At junctures with construction to remain, cut concrete using power-driven masonry saw or hand tools; do not use power-driven impact tools.

3.6 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Finishes: Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

D. Wall Surfaces: Patch and repair wall surfaces in each space where demolished walls or partitions result in extending one finished area into another. Provide a flush and even surface of uniform color and appearance.

1. Closely match texture and finish of existing adjacent surface.
2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the patched surface has received primer and other specified undercoats.
4. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner’s property and legally dispose of them.

END OF SECTION 017320

SECTION 017350 – 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.

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. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. 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.
m. 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.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect 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 Architect's Supplemental Instructions for minor changes in the Work.
   b. Use product specified if Architect 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

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      b. Substitution request is fully documented and properly submitted.
      c. Requested substitution will not adversely affect Contractor's construction schedule.
      d. Requested substitution has received necessary approvals of authorities having jurisdiction.
      e. Requested substitution is compatible with other portions of the Work.
      f. Requested substitution has been coordinated with other portions of the Work.
      g. Requested substitution provides specified warranty.
      h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
      a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
      b. Requested substitution does not require extensive revisions to the Contract Documents.
      c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
      d. Substitution request is fully documented and properly submitted.
      e. Requested substitution will not adversely affect Contractor's construction schedule.
      f. Requested substitution has received necessary approvals of authorities having jurisdiction.
      g. Requested substitution is compatible with other portions of the Work.
      h. Requested substitution has been coordinated with other portions of the Work.
      i. Requested substitution provides specified warranty.
      j. If requested substitution involves more than one contractor, requested

substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 017350

SECTION 017700 – 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 1 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.

B. Related Sections:
   1. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   2. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
   6. Submit test records.
   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 and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion 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. Reinspection: 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.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
   2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. 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. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS – NOT

USED 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 portion of Project:
      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."

END OF SECTION 017700

SECTION 017820 – OPERATION AND MAINTENANCE DATA

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. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory.
   2. Emergency manuals.
   3. Operation manuals for systems, subsystems, and equipment.
   4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. Related Sections include the following:
   1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
   2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
   3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
   4. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 QUALITY ASSURANCE

A. Maintenance Manual Preparation: In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
   1. Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communications of essential data. Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.

B. Instructions for the Owner's Personnel: Use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved to instruct the Owner's operation and maintenance personnel.

1.5 SUBMITTALS

A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
   1. Correct or modify each manual to comply with Architect's comments. Submit specified number of copies of each corrected manual within 15 days of receipt of Architect's comments.

1.6 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 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 the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
   3. 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.
   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.
   1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

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. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross- reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
      b. 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. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) 20 lb. white bond paper.
5. 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.
6. Text Material: Where maintenance manuals require written materials, use manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specifically prepared data, neatly typewritten, per Item #4 above.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Gas leak.
   4. Water leak.
   5. Power failure.
   6. Water outage.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 MANUAL CONTENT

A. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls.

1. General system or equipment description.
2. Design factors and assumptions.
3. Copies of applicable shop drawings and product data.
4. System or equipment identification, including:
   a. Name of manufacturer.
   b. Model number.
   c. Serial number of each component.
5. Operating instructions.
6. Emergency instructions.
7. Wiring diagrams,
8. Inspection and test procedures.
9. Maintenance procedures and schedules.
10. Precautions against improper use and maintenance.
11. Copies of warranties.
12. Repair instructions including spare parts listing.
13. Sources of required maintenance materials and related services.
14. Manual Index.
15. Material Safety Data Sheets (MSDS) for products and materials.

B. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page, a table of contents, copies of product data, supplemented by drawings and written text, and copies of each warranty, bond and service contract issued.
1. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
   a. Subject matter covered by the manual.
   b. Name and address of the Project.
   c. Date of submittal.
   d. Name, address and telephone number of the Contractor.
   e. Name and address of the Architect.
   f. Cross-reference to related systems in other operation and maintenance manuals.
2. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
   a. Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
3. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local

source for replacement parts and equipment.

4. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.

5. Written Text: Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
    a. Do not use original project record documents as part of operation and maintenance manuals.
7. Warranties, Bonds and Service Contracts: Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

2.5 MATERIAL AND FINISHES MAINTENANCE MANUAL

A. Submit 3 copies of each manual, in final form, on material and finishes to the Architect for distribution. Provide one section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
    1. Refer to individual specification sections for additional requirements on care and maintenance of materials and finishes.

B. Architectural Products: Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
    1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
        a. Manufacturer's catalog number.
        b. Size.
        c. Material composition.
        d. Color.
        e. Texture.
        f. Reordering information for specially manufactured products.
    2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on cleaning

agents and methods that could detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.

C. Moisture Protection and Products Exposed to the Weather: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
   1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
      a. Applicable standards.
      b. Chemical composition.
      c. Installation details.
      d. Inspection procedures.
      e. Maintenance information.
      f. Repair procedures.

2.6 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

A. Submit 6 copies of each manual, in final form, on equipment and systems to the Architect for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
   1. Refer to individual specification sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.

B. Equipment and Systems: Provide the following information for each piece of equipment, each building operating system and each electric or electronic system.
   1. Description: Provide a complete description of each unit and related component parts, including the following:
      a. Equipment or system function.
      b. Operating characteristics.
      c. Limiting conditions.
      d. Performance curves.
      e. Engineering data and tests.
      f. Complete nomenclature and number of replacement parts.
   2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
      a. Printed operation and maintenance instructions.
      b. Assembly drawings and diagrams required for maintenance.
      c. List of items recommended to be stocked as spare parts.
   3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
      a. Routine operations.
      b. Troubleshooting guide.
      c. Disassembly, repair and reassembly.
      d. Alignment, adjusting and checking.
   4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
      a. Startup procedures.
      b. Equipment or system break-in.
      c. Routine and normal operating instructions.
      d. Regulation and control procedures.

e. Instructions on stopping.
f. Shutdown and emergency operating instructions.
g. Summer and winter operating instructions.
h. Required sequences for electric or electronic systems.
i. Special operating instructions.

5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
7. Coordination Drawings: Provide each Contractor's Coordination Drawings.
   a. Provide as-installed, color-coded, piping diagrams, where required for identification.
8. Valve Tags: Provide charts of valve-tag numbers, with the location and function of each valve.
9. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
   a. Electric service.
   b. Controls.
   c. Communication.

2.7 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

A. Prior to final inspection, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment and systems. Provide instruction at mutually agreed upon times.
   1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
   2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 3 - EXECUTION (NOT USED)

END OF SECTION 017820

SECTION 017830 – 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 two sets of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:
   a. Final Submittal: Submit two sets of marked-up Record Prints

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two copies of each Product Data submittal.

D. Submit PDF’s of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor’s Warrantees, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect and Engineer.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017830

SECTION 020700 – SELECTIVE SITE DEMOLITION

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.

1.2 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected site elements.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 2 Section "Site Clearing" for site clearing and removing above- and below-grade improvements.
   2. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the Owner's property.

B. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Landscape Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.

B. Inventory of items to be removed by Owner

C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued by selective demolition

operations.

1.6 PROJECT CONDITIONS

A. Owner will occupy portions of park immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

B. Storage or sale of removed items or materials on-site will not be permitted.

1.7 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.8 WARRANTY

A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
   1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and

extent of the conflict. Promptly submit a written report to the Architect.

3.2 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
      a. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.

3.3 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, park facilities, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
   1. Erect temporary protection, such as walks, fences, railings, as required.
   2. Protect existing site improvements, appurtenances, and landscaping to remain.
   3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
   1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
   2. Return elements of construction and surfaces to remain to condition existing

before start of selective demolition operations.

3. Demolish concrete footings, pavement, walks and basketball court.
4. Remove portions of chain-link and concrete footings - foundations

B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

C. Break up and remove concrete slabs on grade, unless otherwise shown to remain.

3.6 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials. Burning of any nature on site is prohibited.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.8 CLEANING

A. Sweep adjacent walkways, streets and other areas broom clean on completion of selective demolition operation.

3.9 SELECTIVE DEMOLITION SCHEDULE

A. Remove items indicated on the drawings.

B. Remove, salvage, reconstruct and reinstall the items indicated on the drawings.

END OF SECTION 020700

SECTION 022300 – SITE CLEARING

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.

1.2 SUMMARY

A. This Section includes the following:
   1. Protecting existing trees and vegetation to remain.
   2. Removing trees and other vegetation.
   3. Clearing and grubbing.

B. Related Sections include the following:
   1. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.
   2. Division 2 Section “site clearing” for site for site clearing and removing above and below grade improvements.

1.3 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.4 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

1.5 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 UTILITIES

A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written Permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated or directed to remain by the Landscape Architect.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
4. Use only hand methods for grubbing within drip line of remaining trees.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.4 DISPOSAL

A. Disposal: Remove and legally dispose of any surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.

END OF SECTION 022300

SECTION 023000 – EARTHWORK

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.

1.2 SUMMARY

A. This Section includes the following:
   1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
   2. Subbase course for concrete walks and pavements.

1.3 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

B. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

C. Excavation: Removal of material encountered above subgrade elevations.

D. Fill: Soil materials used to raise existing grades in lawns and areas not requiring excessive compaction.

E. Select Fill: Structural fill for use under walks and paved areas.

F. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

G. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Landscape Architect's written permission.
   3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soil materials sufficient to satisfactory complete required grading are available from excavated material and suitable for compaction requirements.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

3.4 EXCAVATION FOR WALLS AND OTHER STRUCTURAL ELEMENTS

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR CONCRETE PAVEMENT

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

3.7 APPROVAL OF SUBGRADE

A. Notify Landscape Architect when excavations have reached required subgrade.

B. If Landscape Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

3.8 UNATHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Landscape Architect.

3.9 STORAGE OF SOIL MATERIALS

A. Stockpile soil materials if required without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of

3.10 BACKFILL

A. Place and compact backfill in excavations promptly.

3.11 UTILITY TRENCH BACKFILL

A. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.

B. Place and compact initial backfill of subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.

C. Place and compact final backfill of satisfactory soil material to final subgrade.

3.12 FILL

A. Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.

B. Place and compact fill material in layers to required elevations.

3.13 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill material on surfaces that are muddy.
   2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
   1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing sub grade and each layer of backfill or fill material at 95 percent.
   2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
   3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.15 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   1. Lawn or Unpaved Areas: Plus or minus I inch.
   2. Pavements: Plus or minus 1/2 inch.

3.16 SUBBASE AND BASE COURSES

A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
   1. Place base course material over subbase.
   2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
   3. Shape sub base and base to required crown elevations and cross-slope grades.
   4. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.

3.17 FIELD QUALITY CONTROL

A. Testing Agency: The contractor will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing although testing is not anticipated for earthwork operations.

B. Contact testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Landscape Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove and legally dispose of surplus waste material, including soil, trash, and debris off Owner's property.

END OF SECTION 023000

SECTION 025130 - ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide Asphaltic concrete paving as shown and specified. The work includes:

1. Final subgrade preparation and paving base.
2. Pickleball court paving.

B. Related work:

1. Section 02200: Earthwork
2. Section 02751: Cement Concrete Pavement
3. Section 02462: Pickleball Court Surfacing

1.2 QUALITY ASSURANCE

A. Comply with Section 02000 requirements.

B. Testing and inspection: Performed by a qualified independent testing laboratory.

C. City to provide and pay for testing and inspection during paving operations. Laboratory and inspection service shall be acceptable to the Landscape Architect.

D. Materials and methods of construction shall comply with the following standards:

1. Alabama State Highway Department Standard Specifications for Highways and Bridges, latest edition.
2. American Society for Testing and Materials, (ASTM).
3. American Association of State Highway and Transportation Officials, (AASHTO).
4. Asphalt Institute, (AI)
5. National Crushed Stone Association, (NCSA).
6. International Slurry Seal Association, (ISSA).

E. Provide material furnished by a bulk asphaltic concrete producer regularly engaged in the production of hot-mix, lot-laid asphaltic concrete paving materials.

F. Tolerances:

1. In-place compacted thickness:
   a. Base Course: Plus or minus ½ in.
   b. Surface course: Maximum ¼” plus, minus 0”.

2. Finished surface smoothness:
   a. Surface course: Maximum 1/8” in 10’-0”, any direction.
   b. Base Course: ¼” in.

1.3 SUBMITTALS

A. Product data:

1. Submit mix design on asphalt for approval.
2. Submit herbicide product data.

B. Submit reports for testing and inspection of the following:

1. Subgrade surfaces.
2. Base materials.
3. Surface materials.
4. Compaction operations.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver manufactured products in manufacturer's original, unopened, and undamaged containers with labels intact and legible.

B. Store and handle manufactured products to prevent damage and deterioration.

1.5 PROJECT CONDITIONS

A. Weather limitations:

1. Do not install base course materials over wet or frozen subgrade surfaces.
2. Do not apply prime and tack coat materials when temperature is 50 degrees F or below. Do not apply to wet base surface.

B. Grade control: Establish and maintain the required lines and grades, including crown, inverted crown, and cross-slopes, for each course during paving operations.

C. Provide temporary barricades and warning lights as required for protection of project work and public safety.

D. Protect adjacent work from damage, soiling, and staining during paving operations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Subgrade fill: In accordance with Section 02300: Earthwork.

B. Aggregate base surface courts: In accordance with Section 02300: Earthwork.
1. 6" crushed aggregate Base Course (ALDOT Section 825B) compacted to 100% standard Density.

C. Soiler sterilizer: Granular weed growth inhibiting type herbicide, labeled for use under asphaltic concrete pavement surfaces. Material shall not damage trees and plants adjacent to pavement surfaces.

D. Asphalt: Conform to Alabama Highway Department specification Section 429A Hot Bitumous Pavement and 429B Bituminous Binder. All aggregates, fine (sand type) and course shall be crushed stone (limestone) free of gravel, sand, and iron pyrites and conforming to Section 801.03. Submit mix design for approval.

E. Pickleball court surface: See Section 02462 for pickleball court surfacing.

F. Paving Geotextile: Nonwoven polypropylene, specifically designed for paving applications, resistant to chemical attack and mildew.

2.2 EQUIPMENT

A. Paving equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and thickness shown.

B. Compacting equipment: Self-propelled rollers, minimum 10-ton weight.

C. Hand tools: Rakes, shovels, tampers, and other miscellaneous equipment required to complete the work.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine subgrades and installation conditions. Do not start asphaltic concrete paving work until unsatisfactory conditions are corrected.

3.2 INSTALLATION: GENERAL

A. Comply with Asphaltic Institute (AI) MS-3 Asphalt Plant Manual for material storage, control and mixing, and for plant equipment and operation.

B. Transport asphaltic concrete mixtures from the mixing plant to the project site in trucks with tight, clean compartments.

3.3 INSTALLATION: SURFACE MATERIALS

A. Remove loose and foreign material from compacted base immediately before application of surface materials. Do not start surface work until all other work which may damage the finish surface is completed.

B. Apply herbicide at manufacturer’s recommended rates.

C. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
   1. Protect paving geotextile from traffic and other damage and place overlay paving the same day.

D. Install asphaltic material in one course, total compacted depth of not less than 2.5". Apply in a north/south direction.

E. Place materials in strips not less than 10'-0" wide. After the first strip has been placed and rolled, place all succeeding strips and extend rolling to overlap previous strips.

F. Carefully make joints between old and new pavements, and between successive day's work, to ensure a continuous bond between adjoining work. Construct joints to have the same texture, density, and smoothness as other sections of the asphalt concrete course.

G. Begin rolling operations when the asphalt concrete mixture will bear the weight of the roller without excessive displacement.

H. Perform breakdown, second and finish rolling until the asphalt concrete mixture has been compacted to the required surface density and smoothness. Continue rolling until all roller marks are eliminated. Provide a smooth compacted surface true to thickness and elevations required.

I. After final rolling, do not permit vehicular traffic on to the pavement.

J. Protect newly placed material form traffic by barricades or other suitable methods acceptable to the Landscape Architect.

3.4 FIELD QUALITY CONTROL

A. Provide field quality control testing and inspection during asphaltic concrete paving operations.

B. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist Test Agency and their representatives in execution of their function.

C. Before constructing base course, field verify subgrade surfaces are adequate and meet or exceed design bearing values.

D. Coordinate laboratory tests on asphalt pavement mixes to determine compliance with specified requirements.

E. Coordinate tests for aggregate base for each course for each day's work.

F. Test in-place asphalt base course and surface courses for compliance with density and thickness. Take not less than 4" diameter pavement specimens of each completed course. Repair test specimen holes to match adjacent work.

1. Average density of in-place material: Equal to or greater than 97%, with no individual determination less than 95% of average density of laboratory specimens.
2. Perform 1 test for density for each course for each day's work.
3. Thickness: Make 1 test (minimum) for each 2,500 sq. ft. of each type of paving.

G. Test for surface smoothness with 10'-0" straight-edge. Deficient areas shall be defined, removed, and replaced, or adjusted to design thickness by methods acceptable to the Landscape Architect.

H. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, remove defective materials, install new materials, and retest at contractor's expense, as directed by the Landscape Architect.

3.5 PROTECTION

A. Protect paving from damage due to construction and vehicular traffic until final acceptance.

3.6 CLEANING

A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations.

END OF SECTION 025130

SECTION 0275100 - CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes colored-textured exterior cement concrete pavement for the following:
   1. Walkways
   2. Sidewalks
   3. Paving Areas

B. Related Sections include the following:

   1. Division 2 Section “Earthwork” for subgrade preparation, grading, and subbase course.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Submit name of concrete plant meeting qualifications listed below:

B. Design mixes and material certificates will not be required, provided that concrete materials are provided by approved concrete plant. Concrete must pass all strength testing.

1.5 INFORMATIONAL SUBMITTALS

A. Installer Qualifications: An experienced installer who has completed concrete pavement work similar in material, design, size, and scope to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance with a minimum of 5 years experience.

B. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

D. Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
   1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.
   1. Fly Ash: ASTM C 618, Class F or C.
   2. Ground Granulated Blast- Furnace slag: ASTM C 989, Grade JOO or 120

C. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:
   1. Maximum Aggregate Size: 1 inch nominal.
   2. Do not use fine or coarse aggregates containing substances that cause spalling.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed

D. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type II, ½ to 1” (13 to 25mm) long.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Proportion mixes to provide concrete with the following properties:
   1. Compressive Strength (28 Days): 3000 psi or as noted in drawings.
   2. Maximum Water-Cementitious Materials Ratio: 0.50.
   3. Slump Limit: 4 inches.

C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.

D. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.
   1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Synthetic Fiber: Uniformly dispense in concrete mix at manufacturer’s recommended rate but not less than 1.5 lb/cuyd.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
   1. Apply epoxy repair coating to uncoated or damaged surfaces of epoxy-coated reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated.
2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
3. Provide tie bars at sides of pavement strips where indicated.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips or eurathane joints, as indicated when paving, abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of **50 feet** unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints as detailed.
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to the following radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
   1. Radius: 1/4 inch or as noted on drawings.

3.5 CONCRETE PLACEMENT

A. Inspection Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast-in.

B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

D. Do not add water to concrete during delivery, at Project site, or during placement.

E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

F. Consolidate concrete by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement**,** or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

G. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
   1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Landscape Architect.

H. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

I. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide uniform, fine-line texture directions of bromming across walks or as noted on drawings.
2. Smooth, steel-trunel, surface adjacent to joints as noted on drawings.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.

b. Continuous water-fog spray.
c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

3.8 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 1/4 inch
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: The contractor will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Assist with the taking of samples and preparation of test cylinders.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not comply with requirements in this Section.

B. Drill test cores, where directed by the Landscape Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 0275100

SECTION 029000 – LANDSCAPING

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.

1.2 SUMMARY

A. This Section includes the following:
   1. Trees.
   2. Plants.
   3. Lawns.
   4. Topsoil and soil amendments.
   5. Fertilizers and mulches.
   6. Stakes and guys.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 2 Section "Earthwork" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
   1. Manufacturer's certified analysis for standard products.
   2. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

C. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.
   1. Analysis of imported topsoil.

D. Planting schedule indicating anticipated dates and locations for each type of planting.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.

B. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

C. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
1. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce satisfactory topsoil.

D. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

B. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing."

C. Trees and Shrubs: Deliver freshly dug trees and shrubs. Do not prune before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.

D. Handle balled and burlapped stock by the root ball.

E. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.7 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

1.8 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
1. Trees.
2. Shrubs

C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.

D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

E. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

1.9 TREE AND SHRUB MAINTENANCE

A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings. Maintain trees and shrubs for the following period:

1. Maintenance Period: 30 days following Substantial Completion.

1.10 LAWN MAINTENANCE

A. Maintain newly sodded lawn areas by watering, weeding, mowing, fertilizing, and other operations as required to establish healthy, viable turf for the following period:
   1. Maintenance Period: 30 days following Substantial Completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

2.2 SHADE AND FLOWERING TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
   1. Branching Height: 1/3 to 1/2 of tree height.

B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:
   1. Form: Multistem, shrub, with multiple stems.

C. Provide container-grown trees as indicated.
   1. Balled and burlapped trees will be acceptable in lieu of container-grown trees subject to meeting ANSI Z60.1 limitations for container stock and prior approval by Landscape Architect.

2.3 GRASS MATERIALS

A. Sod: Certified turfgrass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, and texture of the following turfgrass species, strongly rooted, and capable of vigorous growth and development when planted.
   1. Species: Provide sod of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on the drawings.

2.4 TOPSOIL

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch or larger in any dimension, and other extraneous materials harmful to plant growth.
   1. Topsoil Source: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.5 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.
   1. Provide lime in the form of dolomitic limestone.

B. Aluminum Sulfate: Commercial grade, unadulterated.

C. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.

D. Perlite: Horticultural perlite, soil amendment grade.

E. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

F. Peat Humus: For acid-tolerant trees and shrubs, provide moss peat, with a pH range of 3.2 to 4.5, coarse fibrous texture, medium-divided sphagnum moss peat or reed-sedge peat.

G. Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
   1. When site treated, mix with at least 0.15 lb of ammonium nitrate or 0.25 lb of ammonium sulfate per cu. ft. of loose sawdust or ground bark.

H. Herbicides: EPA registered and approved, of type recommended by manufacturer.

I. Water: Potable.

2.6 FERTILIZER

A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

D. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
   1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.7 MULCHES

A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:
   1. Type: Shredded Bark Mulch Approved by Owner

2.8 STAKES AND GUYS

A. Anchors: Aluminum-alloy triangular arrowhead anchors (4 inches by 3-3/4 inches) with 1/2 inch by 3/4 inch round opening at top.

B. Guy Lines: Flat woven, UV resistant, 3/8 inch by 15 feet polypropylene guy line with 600-pound break strength.

C. Tension Bar: Adjustable tension bar with round openings at each end.

2.9 MISCELLANEOUS MATERIALS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Landscape Architect's acceptance before the start of planting work. Make minor adjustments as may be required.

3.3 PLANTING SOIL PREPARATION

A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
   1. A "Planting Soil Amendments Schedule" as indicated on the drawings.

C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.

D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
   1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.
   2. Apply phosphoric acid fertilizer, other than that constituting a portion of complete fertilizers, directly to subgrade before applying planting soil and tilling.

3.4 SOD PLANTING PREPARATION

A. Limit subgrade preparation to areas that will be planted in the immediate future.

B. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.

C. Spread topsoil mixture to minimum of 4” depth and as required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
   1. Place approximately 1/2 the thickness of topsoil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
   2. Allow for sod thickness in areas to be sodded.

D. Grade sod areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.

E. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.5 EXCAVATION FOR TREES AND SHRUBS

A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
   1. Balled and Burlapped Trees and Shrubs: Excavate approximately 1-1/2 times as wide as ball diameter and equal to ball depth, plus the following setting layer depth:
      a. Setting Layer: Allow 6 inches of planting soil.
   2. Container-Grown Trees and Shrubs: Excavate to container width and depth, plus the following setting-layer depth:
      a. Setting Layer: Allow 6 inches of planting soil.

B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
   1. Hardpan Layer: If encountered, drill 6-inch- diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.6 PLANTING TREES AND SHRUBS

A. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.
   1. Carefully remove containers so as not to damage root balls.
   2. Place stock on setting layer of compacted planting soil.
   3. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

B. Dish and tamp top of backfill to form a 3-inch- high mound around the rim of the pit. Do not cover top of root ball with backfill.

3.7 TREE AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders; remove only injured or dead branches

from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.

3.8 TREE AND SHRUB GUYING AND STAKING

A. Upright Staking and Tying: Stake trees of 2-inch through 4-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a minimum of 3 arrowhead anchors to penetrate at least 12-inches to 18-inches below bottom of backfilled excavation. Set anchors and space to avoid penetrating balls or root masses. Support trees with 3 strands of guy line wrapped around the tree trunk just above the lowest established branch. Secure each guy line through a tension bar (one per guy line) and pull taut for any slack. Allow enough slack to avoid rigid restraint of tree.

B. Guying and Staking: Guy and anchor trees exceeding 14 feet and more than 3-inch caliper unless otherwise indicated. Securely install no fewer than 3 anchors and 3 guy lines pulled taut through 3 tension bars.

3.9 PLANTING GROUND COVER AND PLANTS

A. Space ground cover and plants as indicated.

B. Space ground cover and plants not more than 24 inches apart.

C. Dig holes large enough to allow spreading roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indention around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

3.10 MULCHING

A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

B. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
   1. Thickness: 3 inches.

3.11 SODDING

A. Lay sod within 24 hours of stripping. Do not lay sod if dormant or if ground is frozen.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

C. Saturate sod with fine water spray within 2 hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below the sod.

3.12 INSTALLATION OF MISCELLANEOUS MATERIALS

A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.
   1. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

3.13 CLEANUP AND PROTECTION

A. During landscaping, keep pavements clean and work area in an orderly condition.

B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 029000

SECTION 033000 – CAST-IN-PLACE CONCRETE

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.

1.2 SUMMARY

A. This Section specifies cast-in place concrete, reinforcement, concrete materials, mix design, placement procedures, and finished for the following:
   1. Footings
   2. Foundation Walls
   3. Slabs-on-grade
   4. Vehicular concrete
   5. Splash Pad

B. Contractor shall engage and pay for concrete testing.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

   1. Indicate amounts of mix water to be withheld for later addition at Project site.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:

   1. Cementitious materials and aggregates.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing materials.

5. Bonding agents.
6. Adhesives.
7. Repair materials.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.

D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.
2. Furnish ties that, when removed, will leave holes not larger than 1 inch (25 mm) in diameter in concrete surface.

2.2 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I/II.

1. Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
1. Nominal Maximum Aggregate Size: 1 inch (25 mm).

C. Water: Potable and complying with ASTM C 94.

2.3 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water- soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

F. Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed. Fiber Reinforcement: Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb/cu.yd.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

E. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

F. Products: Subject to compliance with requirements, provide one of the following:

1. Clear, Waterborne, Membrane-Forming Curing Compound:
   a. BASF Construction Chemicals - Building Systems; Kure-N-Seal WB.
   b. ChemMasters; Safe-Cure & Seal 20.
   c. Conspec by Dayton Superior; Cure and Seal WB.
   d. Dayton Superior Corporation; Safe Cure and Seal (J-18).
   e. Edoco by Dayton Superior; Spartan Cote WB II.
   f. Euclid Chemical Company (The), an RPM company; Aqua Cure VOX; Clearseal WB 150.
   g. Lambert Corporation; Glazecote Sealer-20.
   h. L&M Construction Chemicals, Inc.; Dress & Seal WB.
   i. Meadows, W. R., Inc.; Vocomp-20.
   j. Metalcrete Industries; Metcure.
   k. Symons by Dayton Superior; Cure & Seal 18 Percent E.
   l. Vexcon Chemicals, Inc.; Starseal 309.

2. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:
   a. BASF Construction Chemicals - Building Systems; Kure 1315.
   b. ChemMasters; Polyseal WB.
   c. Conspec by Dayton Superior; Sealcure 1315 WB.
   d. Edoco by Dayton Superior; Cureseal 1315 WB.
   e. Euclid Chemical Company (The), an RPM company; Super Diamond Clear VOX; LusterSeal WB 300.
   f. Lambert Corporation; UV Safe Seal.
   g. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
   h. Meadows, W. R., Inc.; Vocomp-30.
   i. Metalcrete Industries; Metcure 30.
   j. Symons by Dayton Superior; Cure & Seal 31 Percent E.
   k. Vexcon Chemicals, Inc.; Vexcon Starseal 1315.

2.5 RELATED MATERIALS

A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements.

2.6 CONCRETE MIXES

A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

C. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 20 percent.

D. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5 percent, unless otherwise indicated:
1. Air Content: 2 percent – 4 percent

E. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

F. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116 and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:

1. Class A, 1/8 inch (3 mm).
2. Class C, 1/2 inch (13 mm).

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.

1. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
3. Locate joints for slabs in the middle third of spans.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.

C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.

1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing

actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

F. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.5 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch (3 mm) in height.

1. Apply to concrete surfaces exposed to view .

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.6 MISCELLANEOUS CONCRETE ITEMS

A. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing. Any damage done to concrete prior to curing, by way of construction debris, natural debris, inadequate protection from wildlife and human traffic, and improper security from vandalism shall be repaired as a contractor responsibility.

B. Formed Surfaces: Cure formed concrete surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:

C. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, and other surfaces, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Apply number of coats as recommended by manufacturer. Recoat areas subjected to rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 (1.2-mm) sieve, using only

enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension in solid concrete but not less than 1 inch (25 mm) in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 inch (19 mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with

patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall engage and pay for a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
7. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
8. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens

at 7 days and two at 28 days.

C. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

G. Test results must be delivered to and accepted by the consultant and owners representative prior to substantial completion.

END OF SECTION 03300

SECTION 079200 – JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Latex joint sealants.

B. Related Requirements:

1. Section 088000 "Glazing" for glazing sealants.
2. Section 092900 "Gypsum Board" for sealing perimeter joints.
3. Section 093000 "Tiling" for sealing tile joints.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: **Five** years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Correct defective work within a five-year period after Date of Substantial Completion.
2. Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

D. Colors of Exposed Joint Sealants **As selected by Architect from manufacturer's full range**.

2.2 SILICONE JOINT SEALANTS

A. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.

2.3 NONSTAINING SILICONE JOINT SEALANTS

A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.

1. Non-Sag Joint Sealant.
2. Not expected to withstand continuous water immersion or traffic.
3. Movement Capability: Plus and minus 50 percent, minimum.
4. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.

5. Color: Match adjacent finished surfaces.
6. Manufacturers:
    a. Dow Corning Corporation; 790 Silicone Building Sealant: www.dowcorning.com/construction.
    b. Pecora Corporation; 890NST Ultra Low Modulus Architectural Silicone Sealant Class 100: www.pecora.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

C. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

2.4 URETHANE JOINT SEALANTS

A. Single or Multicomponent not expected to withstand continuous water immersion.

1. Color: Match adjacent finished surfaces.
2. Manufacturers:
    a. Pecora Corporation; DynaTrol I-XL General Purpose One Part Polyurethane Sealant: www.pecora.com.
    b. Sika Corporation; Sikaflex-2c NS: www.usa-sika.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T and NT.

2.5 MILDEW-RESISTANT JOINT SEALANTS

A. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

1. Non-Sag Joint Sealant.
2. Color: White.
3. Manufacturers:
    a. Pecora Corporation; 898NST Sanitary Silicone Sealant - Class 50: www.pecora.com.
    b. Sika Corporation; Sikasil GP: www.usa-sika.com.
    c. Substitutions: See Section 016000 - Product Requirements.

B. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability,

nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.

2.6 BUTYL JOINT SEALANTS

A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.7 EPOXY JOINT SEALANTS

A. Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.

B. Composition: Multicomponent, 100 percent solids by weight.

C. Hardness: Minimum of 85 (Shore A) or 35 (Shore D), when tested in accordance with ASTM D2240 after 7 days.

D. Joint Width, Minimum: 1/8 inch.

E. Products:

1. Dayton Superior Corporation; Pro-Poxy P606: www.daytonsuperior.com.
2. Nox-Crete; DynaFlex 502: www.nox-crete.com
3. W.R. Meadows, Inc; Rezi-Weld Flex: www.wrmeadows.com.
4. Substitutions: See Section 016000 - Product Requirements.

2.8 LATEX JOINT SEALANTS

A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, Grade NF, ASTM C 834.

1. Type OP for opaque sealants containing color or extended pigments and Type C for clear or translucent sealants.

2. Single component, non-staining, non-bleeding, non-sagging, not intended for exterior use.
3. Color: Standard colors matching finished surfaces.
4. Manufacturers:
   a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant: www.pecora.com.
   b. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin- williams.com.
   c. Substitutions: See Section 016000 - Product Requirements.

2.9 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, **Type C (closed-cell material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated**, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.10 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

1. Verify that backing materials are compatible with sealants.
2. Verify that backer rods are of the correct size.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    a. Concrete.
    b. Masonry.
    c. Unglazed surfaces of ceramic tile.
    d. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    a. Metal.
    b. Glass.
    c. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
4. Provide flush joint profile at **locations indicated on Drawings** according to Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at **locations indicated on Drawings** according to Figure 8C in ASTM C 1193.
    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Construction joints in cast-in-place concrete.
   b. Joints between plant-precast architectural concrete units.
   c. Joints in exterior insulation and finish systems.
   d. Joints between metal panels.
   e. Joints between different materials listed above.
   f. Perimeter joints between materials listed above and frames of **doors**, **windows and louvers**.
   g. Control and expansion joints in **ceilings and other overhead surfaces**.
   h. Other joints as indicated on Drawings.

2. Joint Sealant: **Silicone, nonstaining, S, NS, 50, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

B. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.

1. Joint Locations:
   a. Isolation joints in cast-in-place concrete slabs.
   b. Control and expansion joints in tile flooring.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Urethane, S, P, 25, T, NT**].
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**].

C. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Tile control and expansion joints.
   c. Vertical joints on exposed surfaces of **unit masonry**, **concrete**, **walls and partitions**.

d. Joints on underside of plant-precast structural concrete **beams and planks**.
e. Other joints as indicated on Drawings.

2. Joint Sealant: **Urethane, S, NS, 25, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.

1. Joint Locations:
   a. Control joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints between interior wall surfaces and frames of **interior doors**, **windows and elevator entrances**.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Acrylic latex**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.

1. Joint Locations:
   a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
   b. Tile control and expansion joints where indicated.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Silicone, mildew resistant, acid curing, S, NS, 25, NT**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

F. Joint-Sealant Application: Concealed mastics.

1. Joint Locations:
   a. Aluminum thresholds.
   b. Sill plates.
   c. Other joints as indicated on Drawings.

2. Joint Sealant: **Butyl-rubber based**.
3. Joint-Sealant Color: **As selected by Architect from manufacturer's full range of colors**.

END OF SECTION 079200

SECTION 221116 – DOMESTIC WATER PIPING

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. Division 22 Common Work Results for Plumbing sections apply to work of this section.

C. Extent of domestic water piping work is indicated on drawings and schedules, and by requirements of this section.

D. Refer to appropriate Division 2 sections for exterior domestic water piping (not work of this section unless noted).

E. Refer to other Division 22 sections for insulation of domestic water piping (not work of this section).

F. Refer to other Division 22 sections for excavation and backfill required in conjunction with domestic water piping.

1.2 Codes and Standards: Comply with applicable portions of Uniform Plumbing Code pertaining to selection and installation of plumbing materials and products. Comply with local utility requirements.

A. Any material or equipment used in any potable water system intended for human consumption, including inline devices (i.e. valves, fittings, pumps, meters) and end point devices (ie. drinking water fountains, faucets, ice makers, supply stops, control valves for dispensing), shall be certified “lead-free” in accordance with NSF/ANSI 61.

1.3 Approval Submittals:

A. Product Data: Submit manufacturer’s product data for:

1. Valves.
2. Balancing valves.
3. Dielectric unions.
4. Strainers.
5. Hose bibbs.
6. Wall hydrants.
7. Backflow preventers.
8. Pressure reducing valves.
9. Pressure regulating valves.
10. Meters and gauges.

11. Relief valves.
12. Water hammer arrestors.
13. Trap primers.
14. Access doors.

1.4 Test Reports and Verification Submittals:

A. Backflow Preventer Test Report: Submit Test Report for each backflow preventer.

B. Disinfection: Submit report by Health Department.

1.5 O&M Data Submittals: Submit a copy of all approval submittals. Submit maintenance data and parts list for valves, backflow preventers, pressure regulating valves, trap primers. Include in O&M Manual.

PART 2 - PRODUCTS

2.1 General: Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, temperature ratings, and capacities as indicated. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide materials and products complying with Uniform Plumbing Code where applicable. Provide sizes and types matching pipe materials used in potable water systems. Where more than one type of materials or products is indicated, selection is Installer's option.

2.2 Basic Identification: Provide identification complying with Division 22 Common Work Results for Plumbing section “Plumbing Identification”. Provide manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct burial service; not less than 6" wide x 4 mils thick. Provide blue tape with black printing reading "CAUTION WATER LINE BURIED BELOW".

2.3 Basic Pipes and Pipe Fittings: Provide pipes and pipe fittings in accordance with the following listing:

A. Interior Water Piping:

1. Above Grade: ASTM B88 copper tube, Type L, hard-drawn temper with ANSI B16.29 wrought-copper fittings and soldered joints.

2. Below Grade: ASTM B88 copper tube, Type L, soft-annealed temper; no joints below floor.

B. Exterior Water Piping:

1. Copper Tube: ASTM B88, Type L, hard-drawn temper with ANSI B16.29 wrought-copper fittings and soldered joints.

2. Polyvinyl Chloride Pipe (PVC): ASTM D1785 Schedule 40 or Schedule 80 with ASTM D2466 Schedule 40 socket or ASTM D2467 Schedule 80 socket fittings and solvent cement joints.

C. Soldered Joints: Tin-Antimony (95-5) solder, ASTM B32, Grade 95TA.

2.4 Sleeves and Sleeve Seals: Provide sleeves and sleeve seals complying with Division 22 Common Work Results for Plumbing section “Sleeves and Sleeve Seals”.

2.5 Basic Hangers and Supports: Provide hangers and supports complying with Division 22 section "Hangers and Supports".

2.6 Interior Valves: Provide valves complying with Division 22 Common Work Results for Plumbing section “Valves” and the following list:

A. Sectional and Shutoff Valves: Type GA1, GA2, GA3, BA1, BA2.

B. Drain Valves: Type GA1, GA2, BA1, BA2.

C. Throttling Valves: Type GL1, GL2, GL6, BA1, BA2.

D. Check Valves: Type CK1, CK2, CK3.

2.7 Exterior Valves: Provide as indicated, gate valves, AWWA C500, 175 psi working pressure. Provide threaded, flanged, hub, or other end configurations to suit size of valve and piping connections. Provide inside screw type for use with curb valve box, iron body, bronze-mounted, double disc, parallel seat, non-rising stem. Clow Corp., Dresser Mfg., Fairbanks Co., Kennedy, Stockham.

2.8 Balancing Valves: Provide balancing valves as indicated, of one of the following types:

A. Threaded Ends 2" and Smaller: Class 125, copper alloy, bronze plug, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

B. Soldered Ends 2" and Smaller: Class 125, copper alloy, bronze plug, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

C. Flanged Ends 2-1/2" and Larger: Class 125, ductile or cast iron body with fusion bonded epoxy coating, straight or angle pattern with fixed orifice, multi-turn throttling adjustment with integrated setpoint indicator, dual differential pressure test ports.

D. Acceptable Manufacturers: Subject to compliance with requirements, provide balancing valves by Apollo Valves, Bell & Gossett, IMI-TA/Victaulic, Taco, or approved equal.

2.9 Dielectric Unions: Provide standard products recommended by manufacturer for use in service indicated, which effectively isolate ferrous from non-ferrous piping (electrical conductance), prevent galvanic action, and stop corrosion.

2.10 Low Pressure Y-Type Pipeline Strainers:

A. General: Provide strainers full line size of connecting piping, with ends matching piping system materials. Provide Type 304 stainless steel screens. Select for 200 psi working pressure (water, oil or gas). Provide 20 mesh screens through 2" size and 1/16" perforations for 2-1/2" size and larger.

B. Select from the following types:

1. Threaded Ends, 2" and Smaller: Cast-iron body, screwed screen retainer with centered blowdown fitted with pipe plug.

2. Threaded Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blowdown fitted with pipe plug.

3. Flanged Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blowdown fitted with pipe plug.

2.11 Hose Bibbs: Provide chrome plated hose bibbs with lock shield compression stop and removable handle, solid flange, female connection with 3/4" male threaded hose end, and straight line type non-removable vacuum breaker with 3/4" male threaded hose end. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1011. Woodford Model 24, or equal model by Acorn or Wade.

2.12 Wall Hydrants: Provide 3/4" wall hydrant with bronze casing, satin bronze box, straight inlet connection, and integral vacuum breaker backflow preventer. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1019. Wade W-8707 or approved equal.

2.13 Non-freeze Wall Hydrants: Provide 3/4" anti-syphon, non-freeze wall hydrant with bronze casing, satin bronze box, straight inlet connection, and integral vacuum breaker-backflow preventer. Vacuum breakers shall conform to ASME A112.21.3 and ASSE 1019. Wade W-8700 or approved equal.

2.14 Backflow Preventers: Provide reduced pressure principle backflow preventers consisting of a complete assembly including shutoff valves on inlet and outlet and

strainer on inlet. Backflow preventers shall include test cocks and pressure-differential relief valve located between 2 positive seating check valves. Construct in accordance with ASSE Standard 1013. Apollo Valves, Febco Sales, Hersey, Lawler, Watts, or approved equal. Comply with local utility requirements.

2.15 Pressure Reducing Valves: Provide pressure reducing valves as indicated, of size and capacity as selected by Installer to maintain operating pressure on hydronic HVAC system.

A. Construction: Cast iron or brass body, low inlet pressure check valve, inlet strainer removable without system shut-down, noncorrosive valve seat and stem, factory set at operating pressure.

B. Acceptable Manufacturers: Subject to compliance with requirements, provide pressure reducing valves by Amtrol, Bell & Gossett, Taco, Watts, or Wheatley.

2.16 Pressure Regulating Valves: Provide pressure regulating valves, single seated, direct operated type, bronze body, integral strainer, complying with requirements of ASSE Standard 1003. Size for maximum flow rate and the inlet and outlet pressures indicated on drawings. Apollo Valves, Cash, Cla-Val, Watts, or approved equal.

2.17 Meters and Gauges: Provide meters and gauges complying with Division 22 Common Work Results for Plumbing section "Meters and Gauges", in accordance with the following listing:

A. Thermometers.

B. Pressure gauges.

C. Gauge connector plugs.

2.18 Combined Pressure-Temperature Relief Valves: Provide relief valves as indicated, of size and capacity as selected by Installer for proper relieving capacity, in accordance with ASME Boiler and Pressure Vessel Code. Provide bronze body, test lever and thermostat complying with ANSI Z21.22 listing requirements for temperature discharge capacity. Provide temperature relief at 210°F, and pressure relief at 150 psi. Apollo Valves, Watts, Cash, Zurn, or approved equal.

2.19 Water Hammer Arrestors: Provide bellows type water hammer arrestors, stainless steel casing and bellows, pressure rated for 250 psi, tested and certified in accordance with PDI Standard WH-201 and ASSE 1010. Precision Plumbing Products, Josam, Zurn, Amtrol, Wade, Jay R. Smith, or approved equal.

2.20 Trap Primers: Provide brass trap primers and distribution units to seal floor drains

indicated on drawings. Trap primer valves shall be automatic, self-contained type with no springs or diaphragms and shall not require adjustment. Trap primer valves shall be the type that can be installed anywhere on cold water piping. Distribution units shall supply 1-4 floor drains. Trap primer valves shall comply with ASSE 1018. Wade 4402-NL-DU/IPS, Precision Plumbing Products PR-500, or approved equal. Where P-trap primers are indicated use Wade 4401, "Prime-Eze" by Jay R. Smith, or approved equal.

2.21 Access Doors: Provide access doors to service all valves and other devices as required in accordance with Division 22 Common Work Results for Plumbing section “Access Doors”.

PART 3 - EXECUTION

3.1 General: Examine areas and conditions under which potable water systems are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Installer.

3.2 Install plumbing identification in accordance with Division 22 Common Work Results for Plumbing section "Plumbing Identification". Install underground plastic pipe markers during backfill, 6"-8" below grade.

3.3 Installation of Domestic Water Piping:

A. General: Install pipes and pipe fittings in accordance with recognized industry practices which will achieve permanently-leakproof piping systems, capable of performing each indicated service without piping failure. Install each run with minimum joints and couplings, but with adequate and accessible unions for disassembly and maintenance or replacement of valves and equipment.

B. Comply with ANSI B31 Code for Pressure Piping.

C. Locate piping runs, except as otherwise indicated, vertically and horizontally (pitched to drain) and avoid diagonal runs wherever possible. Orient horizontal runs parallel with walls and column lines. Locate runs as shown or described by diagrams, details and notations or, if not otherwise indicated, run piping in shortest route which does not obstruct usable space or block access for servicing building and its equipment. Hold piping close to walls, overhead construction, columns and other structural and permanent-enclosure elements of building; limit clearance to 1/2" where furring is shown for enclosure or concealment of piping, but allow for insulation thickness, if any. Where possible, locate insulated piping for 1" clearance outside insulation.

D. Concealed Piping: Unless specifically noted as “Exposed” on the drawings, conceal piping from view in finished and occupied spaces, by locating in column enclosures,

chases, in hollow wall construction or above suspended ceilings; do not encase horizontal runs in solid partitions, except as indicated.

E. Exterior Piping: Install exterior water piping in compliance with local governing regulations. Water piping shall be installed with a minimum 30 inches of cover unless otherwise indicated.

F. Electrical Equipment Spaces: Do not run piping through transformer vaults and other electrical, communications, or data equipment spaces and enclosures unless shown. Install drip pan under piping that must run through electrical spaces.

G. Cut pipe from measurements taken at the site, not from drawings. Keep pipes free of contact with building construction and installed work.

H. Install eccentric reducers where pipe is reduced in size in direction of flow, with tops of both pipes and reducer flush. Do not use bushings.

I. Install piping with 1/32" per foot (1/4%) upward slope in direction of flow, or as indicated on the drawings. The intent is to install piping sloped to drains at low points in the system for a drainable system.

J. Connect branch-feed piping to mains at horizontal center line of mains, connect run-out piping to branches at horizontal center line of branches.

K. Locate groups of pipes parallel to each other, spaced to permit applying full insulation and servicing of valves.

L. Install piping to allow for expansion and contraction.

M. Isolate all copper tubing from steel and concrete by wrapping the pipe at the contact point, and for one inch on each side, with a continuous plastic sleeve. Isolate all copper tubing installed in block walls with a continuous plastic sleeve.

3.4 Installation of Piping System Joints: Provide joints of the type indicated in each piping system.

A. Solder copper tube-and-fitting joints where indicated, in accordance with recognized industry practice. Cut tube ends squarely, ream to full inside diameter, and clean outside of tube ends and inside of fittings. Apply ASTM B13, water-flushable / non-acid type solder flux to joint areas of both tubes and fittings. Insert tube full depth into fitting, and solder in manner which will draw solder full depth and circumference of joint according to ASTM B828 or Copper Tube Handbook by CDA. Wipe excess solder from joint before it hardens.

3.5 Install hangers and supports in accordance with Division 22 Common Work Results for Plumbing section "Hangers and Supports".

3.6 Install valves in accordance with Division 22 Common Work Results for Plumbing section "Valves".

A. Sectional Valves: Install on each branch and riser, close to main, where branch or riser serves two or more plumbing fixtures or equipment connections, and elsewhere as indicated.

B. Shutoff Valves: Install on inlet of each plumbing equipment item, and on inlet of each plumbing fixture, and elsewhere as indicated.

C. Drain Valves: Install on each plumbing equipment item located to completely drain equipment for service or repair. Install at base of each riser, at base of each rise or drop in piping system, and elsewhere where indicated or required to completely drain domestic water piping system.

D. Check Valves: Install on discharge side of each pump, and elsewhere as indicated.

3.7 Balancing Valves: Install balancing valves on discharge of each plumbing pump, in each hot water recirculating loop, and elsewhere as indicated. Install with readout valves in vertical upright position. Maintain minimum length of straight unrestricted piping equivalent to three pipe diameters upstream of valve.

3.8 Dielectric Unions: Install at each piping joint between ferrous and non-ferrous piping. Comply with manufacturer's installation instructions.

3.9 Y-Type Strainers: Install Y-type strainers full size of pipeline, in accordance with manufacturer's installation instructions. Install pipe nipple and shutoff valve in strainer blowdown connection, full size of connection. Where indicated, provide drain line from shutoff valve to plumbing drain, full size of blowdown connection.

Locate Y-type strainers in supply line ahead of the following equipment, and elsewhere as indicated, if integral strainer is not included in equipment: pumps, pressure reducing valves, and temperature or pressure regulating valves.

3.10 Hose Bibbs and Wall Hydrants: Install on concealed piping where indicated with vacuum breaker. Mount 18 inches above grade or finished floor.

3.11 Backflow Preventers: Install backflow preventers where indicated, and where required by Uniform Plumbing Code. Locate in same room as equipment being protected. Pipe relief outlet to nearest floor drain or outside as shown on the drawings. Provide test and report by State of Florida or Alabama Certified Backflow Preventer Specialist.

3.12 Pressure Reducing Valves: Install for each piece of hydronic equipment requiring makeup water in accordance with manufacturer's installation instructions. Coordinate with Division 23.

3.13 Pressure Regulating Valves: Install where indicated. Provide inlet and outlet shutoff valves, and throttling valve bypass. Provide pressure gauge on valve outlet.

3.14 Meters and Gauges: Install in accordance with Division 22 Common Work Results for Plumbing section "Meters and Gauges".

3.15 Relief Valves: Install on each water heater, and where indicated in accordance with the manufacturer's instructions. Pipe full size outside or to floor drain. Cut the end of the pipe at a 45° angle and terminate 6 inches above the floor or grade.

3.16 Piping Run-outs to Fixtures: Provide hot and cold water piping run-outs to fixtures of sizes indicated, but in no case smaller than required by Uniform Plumbing Code.

3.17 Mechanical Equipment Connections: Connect hot and cold water piping system to mechanical equipment as indicated, and comply with equipment manufacturer's installation instructions. Provide shutoff valve and union for each connection; provide drain valve on drain connection.

3.18 Water Hammer Arrestors: Install in upright position, in locations and of sizes indicated in accordance with PDI Standard WH-201.

3.19 Air Chambers: Install at each fixture (or group of fixtures if the farthest fixture is within 6 feet of an air chamber). Air chambers shall be 20 pipe diameters long, but in no case less than 12 inches long.

3.20 Trap Primers: Install as indicated, and in accordance with manufacturer's installation instructions. Provide access panels to all trap primers unless accessible through a lay-in ceiling.

3.21 Access Doors: Locate and coordinate installation of access doors for all valves and devices in accordance with Division 22 Common Work Results for Plumbing section "Access Doors".

3.22 Piping Tests: Test, clean, and sterilize domestic water piping in accordance with requirements of Division 22 Common Work Results for Plumbing section "Testing, Cleaning, and Sterilization for Plumbing Piping".

END OF SECTION 221116

SECTION 330525 - LOCATIONS OF EXISTING UTILITIES

PART 1 - GENERAL

1.1 SCOPE

A. Description of Work

1. Prior to performing excavation or demolition work on the job site the CONTRACTOR shall obtain all recorded locations of existing buried utilities as outlined herein.

2. Contact the User to provide exact location of utility before excavation or demolition work is started.

3. Attention is directed to the fact that there may be other lines in certain locations in addition to the recorded locations.

B. Related Work Specified Elsewhere

1. Excavation, Section 31 20 00, Earth Moving, or Section 31 23 33, Excavation, Trenching, and Backfilling for Utilities.

1.2 SUBMITTALS

A. The CONTRACTOR shall furnish the Engineer a certification listing the names of the users whom he has contacted during course of construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. It shall be the duty of each CONTRACTOR who intends to perform excavation or demolition work within the County to ascertain the exact location and type of users' lines which are located within the limits of work of this Contract.

3.2 OBTAINING LOCATION OF EXISTING USERS' LINES

A. The CONTRACTOR shall obtain the list of users from any of the following sources:

1. By inspection of the Contract Plans which show the approximate location of the user's facilities.

2. Alabama one-call: 1-8100-292-8525.

B. The CONTRACTOR shall secure all necessary municipal permits relating to road occupancy prior to commencing excavation.

C. Not less than three nor more than ten working days prior to the day of beginning such work, the CONTRACTOR shall notify each user of the CONTRACTOR's intent to perform such work at its site or sites. If a CONTRACTOR intends to perform work at multiple sites or over a large area, he shall take reasonable steps to work with users so that they may locate their facilities at a time reasonably in advance of the actual start of excavation or demolition work at each site.

D. The following are the minimum cooperative steps which the CONTRACTOR shall take, either at or off the excavation or demolition site:

1. Before the CONTRACTOR starts any demolition work in the area of a particular user's line, the CONTRACTOR shall ascertain from the User if the user wants to have a representative present during the demolition within this area. Additionally, the CONTRACTOR will comply with all standard regulations and necessary precautions as may be required by the User.

2. Inform each operator, employed by him at the site of such work, of the information obtained by him as noted above.

3. Report immediately to the user any break or leak on its lines, or dent, gouge, groove or other damage to such lines or to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.

4. Alert immediately the occupants of premises as to any emergency that he may create or discover at or near such premises.

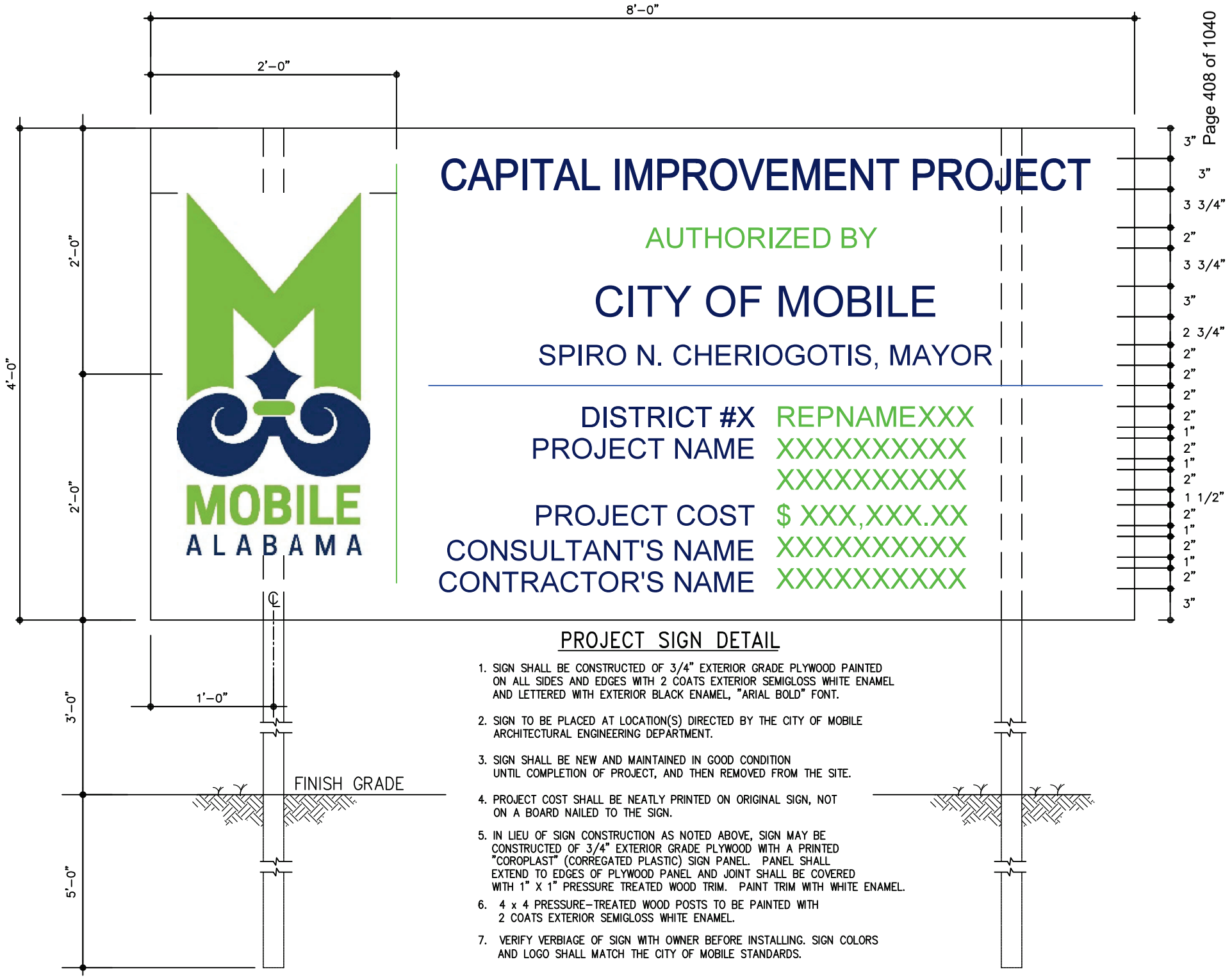
E. The User may require additional cooperative steps be taken beyond those noted above depending on the circumstances of the time and/or location of this work.

F. The CONTRACTOR shall exercise due care and take all reasonable steps necessary to avoid injury to or otherwise interfere with all lines where positions have been provided to the CONTRACTOR by the users. If insufficient information is available the CONTRACTOR shall employ prudent techniques, which may include hand-dug test holes, to ascertain the precise position of such facilities.

3.3 LOCATING LINES

A. All recorded or unrecorded lines shall be located on the ground with pipe locating equipment well ahead of the work at all times. All such locations shall be plainly marked by coded paint symbols on pavement or by marked stakes in the ground. Such locations shall be established at least 50 feet in advance of all trench excavation. All such location work shall be provided by the CONTRACTOR to the satisfaction of the Engineer at no extra cost.

END OF SECTION 330525



CAPITAL IMPROVEMENT PROJECT

AUTHORIZED BY

CITY OF MOBILE

SPIRO N. CHERIOGOTIS, MAYOR

DISTRICT #X	REPNAMEXXX
PROJECT NAME	XXXXXXXXXX
	XXXXXXXXXX
PROJECT COST	$ XXX,XXX.XX
CONSULTANT'S NAME	XXXXXXXXXX
CONTRACTOR'S NAME	XXXXXXXXXX

PROJECT SIGN DETAIL

1. SIGN SHALL BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD PAINTED ON ALL SIDES AND EDGES WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL, "ARIAL BOLD" FONT.
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT.
3. SIGN SHALL BE NEW AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT, AND THEN REMOVED FROM THE SITE.
4. PROJECT COST SHALL BE NEATLY PRINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. IN LIEU OF SIGN CONSTRUCTION AS NOTED ABOVE, SIGN MAY BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD WITH A PRINTED "COROPLAST" (CORREGATED PLASTIC) SIGN PANEL. PANEL SHALL EXTEND TO EDGES OF PLYWOOD PANEL AND JOINT SHALL BE COVERED WITH 1" X 1" PRESSURE TREATED WOOD TRIM. PAINT TRIM WITH WHITE ENAMEL.
6. 4 x 4 PRESSURE-TREATED WOOD POSTS TO BE PAINTED WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL.
7. VERIFY VERBIAGE OF SIGN WITH OWNER BEFORE INSTALLING. SIGN COLORS AND LOGO SHALL MATCH THE CITY OF MOBILE STANDARDS.

A Landscape Development Plan for

Lavretta Park Phase II Improvements

PR-012-25 Mobile, Alabama

Prepared for

City of Mobile

Mobile, Alabama

Prepared by

WAS DESIGN landscape architects

PROJECT SUMMARY

THE PROJECT DESCRIBED WITHIN THESE DRAWINGS AND THE ACCOMPANYING PROJECT MANUAL IS A LANDSCAPE DEVELOPMENT PROJECT THAT COVERS WORK DESCRIBED AS:

- DEMOLISH EXISTING PLAYGROUND, PEDESTRIAN PAVING, AND SITE AMENITIES
- SITE: PEDESTRIAN PAVING; HARDSCAPE; SITE AMENITIES
- GRADING: ADA ACCESSIBLE AMENITIES AND CIRCULATION; STORM WATER/DRAINAGE

THIS PROJECT WILL BE COMPETITIVELY BID WITH THE OWNER DETERMINING THE WINNING SUBCONTRACTOR AT HIS SOLE DISCRETION. THE CONTRACT AMOUNT SHALL BE BASED UPON A STIPULATED SUM THAT IS INDICATED ON THE PROJECT'S BID FORM. THE WORK AGREEMENT SHALL BE BETWEEN THE CONTRACTOR AND THE PROJECT OWNER. THE OWNER HAS RETAINED THE SERVICES OF WAS DESIGN, INC. TO ASSIST IN CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION.

CONSTRUCTION LAYOUT NOTES

SURVEYOR TO CONTACT LANDSCAPE ARCHITECT FOR AUTOCAD FILE FOR HARDSCAPE LAYOUT. CONTRACTOR TO PROVIDE STAKING OF HARDSCAPE ELEMENTS AS REQUIRED FOR WORK. CONTACT LANDSCAPE ARCHITECT FOR REVIEW OF LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

CONSTRUCTION SCHEDULE NOTE

THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE WITHIN 72 HOURS OF THE NOTICE TO PROCEED.

800-292-8525 (Cellular) Dig Safely. Alabama 1 Call

Sheet List Table	
Sheet Number	Sheet Title
CS100	COVER SHEET
EC100	EXISTING CONDITIONS PLAN
SP010	OVERALL SITE PLAN
SP100	SITE PLAN ENLARGEMENT
DP100	DEMOLITION PLAN ENLARGEMENT
DP500	DEMOLITION SCHEDULE
EC100	EROSION CONTROL PLAN
LG100	LANDSCAPE GRADING PLAN
LH100	HARDSCAPE PLAN ENLARGEMENT
LH500	HARDSCAPE DETAILS
LH501	HARDSCAPE DETAILS
LH502	HARDSCAPE DETAILS
LH503	RIGHT OF WAY DETAILS
LP100	LANDSCAPE PLANTING PLAN
LP500	LANDSCAPE PLANTING DETAILS

ABBREVIATION LEGEND

ALUM	ALUMINUM	LP	LOW POINT
AC	ACRES	LT	LEFT
ACCMP	ASPHALT-COATED CORRUGATED METAL PIPE	LIN	LINER
		LF	LINEAR FEET
ACP	ASBESTOS CEMENT PIPE	LC	LANDSCAPE CONTRACTOR
APPROX	APPROXIMATE(LY)	LA	LANDSCAPE ARCHITECT
B&B	BALLED AND BURLAPPED	M	METER
BC	BOTTOM OF CURB	MAX	MAXIMUM
BIT	BITUMINOUS	MH	MANHOLE
BM	BENCHMARK	MIN	MINIMUM
BLDG	BUILDING	MISC	MISCELLANEOUS
BS	BOTTOM OF SLOPE	MON	MONUMENT
BVC	BEGINNING OF VERTICAL CURVE	N	NORTH
BW	BOTH WAYS	NIC	NOT IN CONTRACT
CAL	CALIPER	NTS	NOT TO SCALE
CB	CATCH BASIN	NO.	NUMBER
CI	CAST IRON	NOM	NOMINAL DIMENSION
CIR	CIRCULAR	OC	ON CENTER
CL	CENTERLINE	OD	OUTSIDE DIAMETER
CLF	CHAIN-LINK FENCE	PA	PLANTING AREA
CO	CLEANOUT	POP	POROUS CONCRETE PIPE
CONC	CONCRETE	PVC	POLYVINYL CHLORIDE PIPE
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVATURE
COL	COLUMN	POC	POINT OF COMPOUND CURVATURE
CONTR	CONTRACTOR	PL	PROPERTY LINE
COR	CORNER	PVC	POINT OF VERTICAL CURVATURE
C/S	CROSS SLOPE	PVT	POINT OF VERTICAL TANGENT
C/W	CONNECTED WITH	PT	POINT OF TANGENT
CY	CUBIC FEET	R	RADIUS
CY	CUBIC YARD	RCP	REINFORCED CONCRETE PIPE
D	DEGREE OF CURVATURE	ROW	RIGHT OF WAY
DETL	DETAIL	RT	RIGHT
DMH	DRAIN MANHOLE	REQD	REQUIRED
DF	DRINKING FOUNTAIN	REV	REVISION
DIM	DIMENSION	REINF	REINFORCED
DIA	DIAMETER	SAN	SANITARY
DWG	DRAWING	SECT	SECTION
DEP	DEPARTURE	SH	SHEET
DIR	DIRECTED	S	SOUTH
-E-	ELECTRICAL	SI	STORM INLET
E	EAST	-ST-	STORM SEWER
EA	EACH	-SAN-	SANITARY SEWER
EC	ELECTRICAL CONTRACTOR	SPEC	SPECIFICATIONS OR SPECIFIED
EL	ELEVATION	STL	STEEL
EAP	EXPOSED AGGREGATE PAVING	SQ	SQUARE
EVC	END OF VERTICAL CURVE	SF	SQUARE FOOT
ENGR	ENGINEER	SY	SQUARE YARD
EX	EXISTING	STA	STATION
EXP	EXPANSION	S/S	STAINLESS STEEL
EW	END WALL	-T-	TELEPHONE
ES	END SECTION	T	TANGENT
FFE	FINISHED FLOOR ELEVATION	TC	TOP OF CURB
FG	FINISHED GRADE	TE	TAPERED END
FIN	FINISH	TCP	TERRA-COTTA PIPE
FL	FLOOR	T&G	TONGUE AND GROOVE
FH	FIRE HYDRANT	TW	TOP OF WALL
FL	FLOW LINE	TS	TOP OF SLOPE
FSD	FULL-SIZED DETAIL	TWP	TOWNSHIP
FTG	FOOTING	TYP	TYPICAL
FT	FOOT OR FEET	UG	UNDERGROUND
GA	GAUGE	USGS	U.S. GEOLOGICAL SURVEY
-G-	GAS	VC	VERTICAL CURVE
GAL	GALLON	VAR	VARIES, VARIABLE
GALV	GALVANIZED	VERT	VERTICAL
GC	GENERAL CONTRACTOR	VCP	VITRIFIED CLAY PIPE
GR	GUARD RAIL	-W-	WATER
GR	GRADE	W	WEST
GV	GATE VALVE	W/	WITH
HW	HEAD WALL	W/O	WITHOUT
HP	HIGH POINT	WWM	WOVEN WIRE MESH
HT	HEIGHT	WV	WATER VALVE
HOR	HORIZONTAL	YD	YARD DRAIN
HWY	HIGHWAY	ø	ROUND DIAMETER
ID	INSIDE DIAMETER	@	AT
IN	INCH	'	FEET
INL	INLET	"	INCHES
INV	INVERT	#1	NUMBER
JB	JUNCTION BOX	1#	POUND
L	LENGTH OF CURVE		
LAT	LATITUDE		

GENERAL NOTES

BASE DATA NOTES

BASE PLAN DATA IS BASED ON THE BEST AVAILABLE AND PROVIDED DATA. MINOR FIELD ADJUSTMENTS ARE EXPECTED. MAJOR FIELD ADJUSTMENTS SHOULD BE APPROVED BY THE OWNER'S REPRESENTATIVE.

CONSTRUCTION NOTES

1. CONSTRUCTION STAKE-OUT IS THE RESPONSIBILITY OF THE CONTRACTOR. ELEMENTS ARE TO BE STAKED IN THE FIELD BY THE CONTRACTOR FOR REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS IN FIELD THAT MAY ARISE, CONTRACTOR IS TO MAKE BEST JUDGEMENT DURING FIELD STAKE-OUT & COORDINATE WITH OWNER'S REPRESENTATIVE/LA. FOR APPROVAL.
2. ALL HARDSCAPE MATERIALS & COLORS ARE TO BE APPROVED BY OWNER.
3. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. EXISTING UTILITIES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL STAGE CONSTRUCTION ACTIVITY IN SUCH A MANNER AS TO MINIMIZE THE AREA OF DISTURBED EARTH AT THE END OF EACH WORK DAY.

DISTURBED AREAS

AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE SOD OR MULCH AS NECESSARY AND SHOULD BE RETURNED TO "BETTER THAN WHEN THE WORK STARTED" CONDITION.

QUANTITY TAKEOFF DISCLAIMER

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

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A Landscape Development Plan for
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Revisions		
No.	Date	Revisions / Submissions
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	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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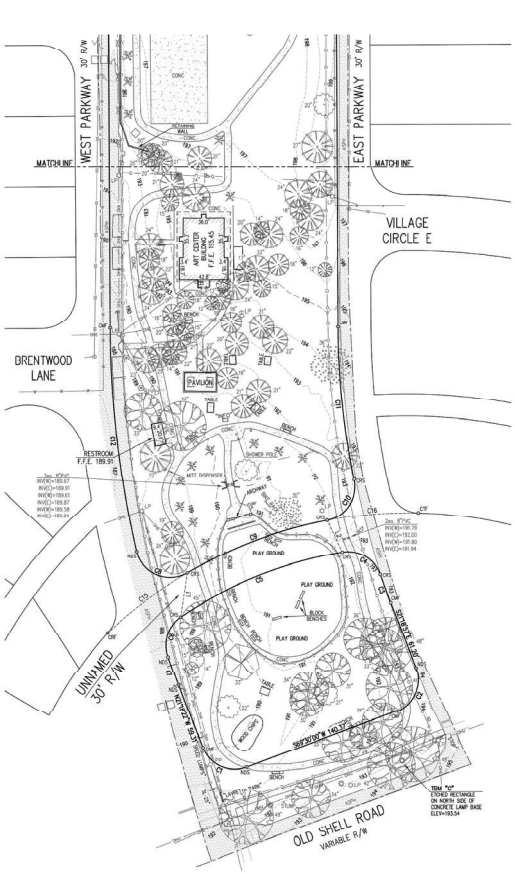
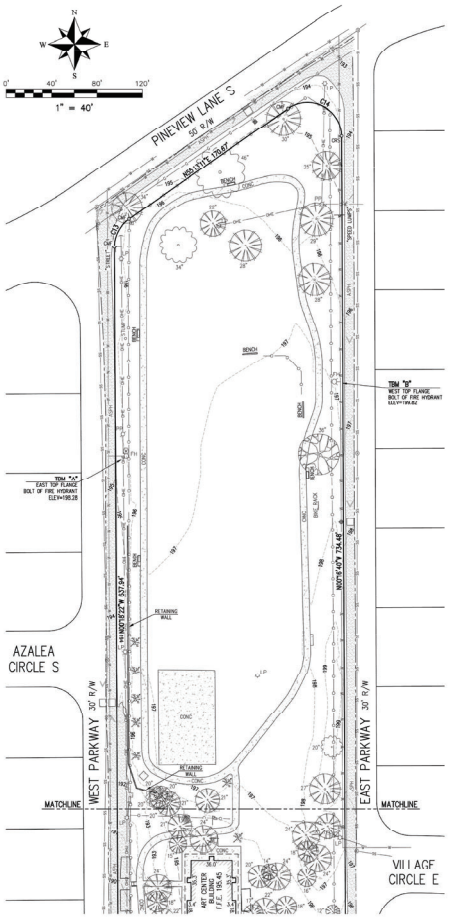
Drawn	JBS
Project Manager	DCT
Principal	JEC
Project No.	256010-034
Date	07.15.2025

Registration: STATE OF ALABAMA JAMES BLAIR CROWE NUMBER 6 LANDSCAPE ARCHITECT

Sheet Title: COVER SHEET

Sheet No.: CS100





LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CRF	CAPPED REBAR FOUND (ILLEGIBLE)
CTF	CRIMP TOP PIPE FOUND
CMF	4"x4" CONCRETE MONUMENT FOUND
CRS	CAPPED REBAR SET
NDS	NAIL & DISK SET
	POWER POLE W/ANCHOR
	LIGHT POLE
	DECORATIVE LAMP
	ELECTRIC METER
	ELECTRIC BOX/VAULT
	FIRE HYDRANT
	WATER METER
	WATER FOUNTAIN
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	HVAC UNIT
	SIGN
	DELINEATION MARKER
	OVERHEAD UTILITIES LINE
	OVERHEAD ELECTRIC LINE
	OVERHEAD COMMUNICATION LINE
	TRAFFIC CONTROL LINE
	WATER LINE
	SANITARY SEWER LINE
	NATURAL GAS LINE
	FLOW LINE
	CHAIN LINK FENCE
	FLAG POLE

TREE LEGEND

- LIVE OAK TREE
- OAK TREE
- PINE TREE
- MAGNOLIA TREE
- CHERRY TREE
- CEDAR TREE
- UNKNOWN TREE
- CREPE MYRTLE

LINE DATA

LINE	BEARING	DISTANCE
L1	S83°33'03"W	39.83'
L2	S5°33'21"E	31.11'

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	89°11'28"	30.00'	46.70'	S83°54'11"E	42.13'
C2	90°48'57"	29.95'	47.48'	N24°05'32"E	42.66'
C3(R)	----	680'	----	----	----
C3(A)	02°53'19"	676.72'	26.72'	S20°11'17"E	26.71'
C4	80°28'24"	30.00'	42.14'	N09°17'30"W	38.76'
C5	29°12'54"	301.78'	154.81'	S67°53'21"W	153.57'
C6	74°49'16"	30.00'	39.18'	S17°50'16"W	36.45'
C7(R)	----	680'	----	----	----
C7(A)	9°14'00"	880.00'	28.62'	S20°28'22"E	28.62'
C8(R)	----	30'	48.35'	----	----
C8(A)	103°13'13"	30.00'	56.23'	N66°56'59"W	48.35'
C9	19°49'25"	381.78'	132.09'	N69°15'57"E	131.43'
C10(R)	94'	30'	49.2'	----	----
C10(A)	90°52.38"	30.00'	47.61'	N33°42'50"E	42.77'
C11(R)	----	680'	----	----	----
C11(A)	11°28'19"	676.72'	135.90'	N04°00'49"W	135.67'
C12(R)	----	880'	----	----	----
C12(A)	12°56'30"	880.00'	198.86'	S06°46'47"E	198.43'
C13(R)	56'	30'	29.3'	----	----
C13(A)	55°55'13"	30.00'	29.00'	N27°30'40"E	27.90'
C14(R)	124'	30'	64.9'	----	----
C14(A)	124°30'13"	30.00'	65.19'	N62°31'44"W	53.10'
C15	13°41'3"	381.78'	88.21'	N52°44'08"E	88.01'
C16	12°05'59"	381.78'	80.62'	N65°13'39"E	80.47'

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

THE LOT LABELED "PARK AND PLAYGROUND" AND THE UNNUMBERED LOT SOUTH OF SAID "PARK AND PLAYGROUND" LOT SHOWN ON THE PLAT OF COUNTRY CLUB VILLAGE SUBDIVISION, AS RECORDED IN MAP BOOK 4, PAGES 82 THRU 92 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0533 L, DATED 06/05/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS DEPICTED HEREON OR PROVIDED BY THE CLIENT.
3. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE ESTABLISHED ON-SITE VIA STATIC GPS OBSERVATIONS THAT WERE PROCESSED WITH OPUS.
4. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES. DIVIDE GRID DISTANCE BY SCALE FACTOR OF 0.99998267 TO DETERMINE GROUND DISTANCE.
5. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 20' 13" AT N 2528B.492, E 1760973.765.
6. UNDERGROUND UTILITIES SHOWN HEREON WERE ESTABLISHED BY FIELD MEASUREMENTS OF MARKINGS PLACED ON THE GROUND BY VARIOUS UTILITY COMPANIES IN RESPONSE TO LINE LOCATE TICKET NUMBER 223610685, 223610698, 223610702 & 223610706 OR AS SHOWN ON AS-BUILT DRAWINGS PROVIDED BY UTILITY COMPANIES.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Mark A. Wattier

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

ALABAMA REGISTRATION NO. 20364 PROFESSIONAL LAND SURVEYOR MARK A. WATTIER

BOUNDARY & TOPOGRAPHIC SURVEY

LAVALLIA PARK
200 PARKWAY STREET WEST
MOBILE, AL 36608
PR-073-22

JANUARY 13, 2023

SURVEY TYPE: BOUNDARY & TOPOGRAPHIC SURVEY
BEARING REFERENCE: STATE PLANE GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE:
J.O. NO. 22-1208 COMP. FILE 2023 DWG. NO. 45-2W-13-SVBU DATE OF LAST FIELD WORK 01/12/2022 CLIENT CITY OF MOBILE

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-343-7640

REFERENCE NOTES SCHEDULE

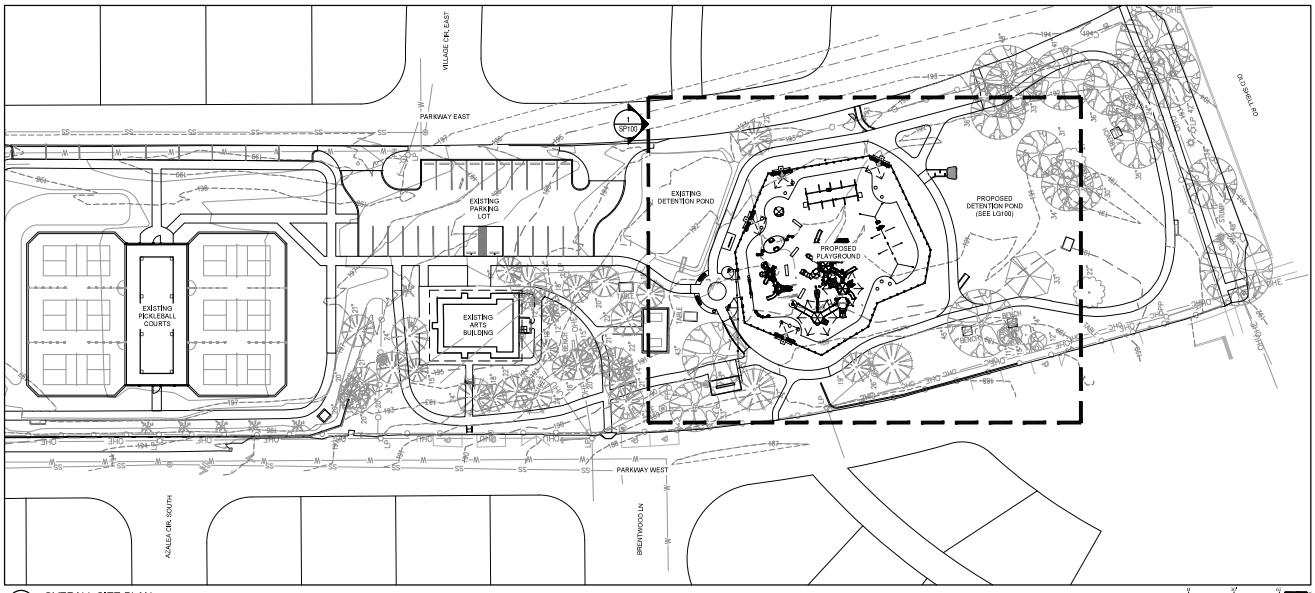
CODE	DESCRIPTION	ESTIMATED QTY	DETAIL
32 EXTERIOR IMPROVEMENTS			
32-01	DRINKING FOUNTAIN W/ WATER BOTTLE FILLING STATION; ADA COMPLIANT; HALSEY TAYLOR #LK4430BF1M OR APPROVED EQUAL; ORIENTED TO MEET ALL ACCESS REQUIREMENTS; SURFACE MOUNTED; DRAIN TO INFILTRATION CHAMBER; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS	1	2/LH501
32-02	WATER MISTER; MOST DEPENDABLE FOUNTAINS #530 SMSS OR APPROVED EQUAL; SURFACE MOUNTED; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS; INCLUDE BURIED FROST PROTECTION VALVE BELOW FROST LINE FOR WINTERIZATION, PROVIDE SHOP DRAWINGS FOR APPROVAL; RE:LH501/7	1	
32-03	WATER SUPPLY LINE: 1" PVC; CONTRACTOR TO VERIFY AND CONNECT TO EX. WATER SUPPLY	87 LF	
32-04	BENCH: 6'-ULTRASITE #91-C-S6 OR APPROVED EQUAL; SURFACE MOUNTED; COLOR: GREEN; INSTALL PER MANUF., RECOMMENDATIONS	10	3/LH501
32-05	SHADE STRUCTURE: 12'X12'X8' CANTILEVER UMBRELLA-GAMETIME OR APPROVED EQUAL; COLOR BY OWNER; INSTALL PER MANUF. RECOMMENDATIONS	4	1/LH501
32-06	BENCH BOLLARD: 24"X19"- CROWD CONTROL WAREHOUSE #CC1A3A3B-A0234 OR APPROVED EQUAL;COLOR BY OWNER; INSTALL PER MANUF. RECOMMENDATIONS; RE:LH50114	12	
32-07	TRASH RECEPTACLE: 32 GAL; STEEL POWDER COATED; SURFACE MOUNT W/ RAIN BONNET; ULTRASITE CL-36 W/ RBR-SJC-14 OR APPROVED EQUAL; COLOR: GREEN; INSTALL PER MANUF. RECOMMENDATIONS	1	5/LH501
32-08	FENCE: 48" COMM. GRADE ALUMINUM; AMERISTAR OR APPROVED EQUAL; POWDER COATED FINISH; 2-1/2" LINE @ 5' O.C.; 2" FLAT TOP, INTERMEDIATE, AND BOTTOM RAIL; 1" PICKETS @ 4" O.C., FENCE PANELS AND PICKETS TO BE EQUAL DISTANCE BETWEEN POST; SUBMIT SHOP DRAWINGS AND SUBMITTALS FOR APPROVAL; COLOR: BRONZE; INSTALL PER MANUF. RECOMMENDATIONS	395 LF	1/LH502
32-09	COLUMN: 16"X16", BRICK VENEER; 4" PRE-CAST CONC., CAP; COLOR BY OWNER	4	1/LH502
32-10	EX. GRANITE SLAB BENCH; RELOCATED TO LOCATION AS SHOWN ON PLANS	4	4/LH500
32-11	PLAYGROUND ENTRY WALL W/ ARCHWAY; SEE DETAIL FOR SPECIFICATIONS	1	2/LH502
32-12	METAL HANDRAIL AT RAMP; POWDERCOAT FINISH; COLOR BY OWNER; PROVIDE SHOP DRAWINGS FOR APPROVAL	82 LF	8/LH501
32-13	FLUME: 48"; 3000 PSI; FIBER REINFORCED	29 LF	10/LH500
32-14	FLUME: 96" WITH VELOCITY ARESTORS; 3000 PSI; FIBER REINFORCED	19 LF	9/LH500
32-15	RIVER ROCK: 3"-5"; COLORS TO BE NATURAL TANS, BROWNS, AND WHITES; SUBMIT SAMPLE FOR APPROVAL	45 SF	9/LH500
32-16	STANDING CURB: 8"; 3000 PSI; FIBER REINFORCED	144 LF	2/LH500
32-17	EX. BIKE RACK; RELOCATED TO LOCATION AS SHOWN ON PLANS	1	6/LH501
32-18	TENSION WIRE: +/- 12'; ADD TO SIDES AND TOP OF ALTERED EX. CHAIN LINK FABRIC; KNUCKLE SIDES AND TOP	1	
32-19	EX. LIGHT POLE; RELOCATED TO LOCATION SHOWN ON PLANS	1	

PLAYGROUND EQUIPMENT

S-101	EXPRESSION SWING W/ ADAPTIVE SEAT; EXPRESSION SWING 8' TOPRAIL HEIGHT, BELT SEAT PKG 5" OD; GAMETIME; MODEL #: 5269, 5295, 6918	1
S-102 / S-103	TRIPLE BAY SWING SHADE; GT SHADE; MODEL #: 5193	1
S-104 / S-105	POWERSCAPE PLAY STRUCTURE FOR AGES 5-12; GAMETIME; MODEL#: RDU-106908-D4	1
	ROCK STEP; GAMETIME; MODEL #: 7088	1
	PLAY STRUCTURE FOR AGES 2-5; GAMETIME; MODEL #: RDU-106908-D2	1
S-106	FROG; GAMETIME; MODEL #: 7025	1
S-107	MOUND KIT WITH CRAWL TUNNEL; GAMETIME; MODEL #: 1119LD	1
S-108	WRINKLE WALL WITH 7 PANELS; GAMETIME; MODEL#: 6252	1
S-109	INCLUSIVE WHIRL-NATURAL; GAMETIME; MODEL #: 6263	1
S-110	SKYRUN ZIP TRACK 35FT ZERO G. AND ZIP DB; GAMETIME; MODEL #: 91982	1
S-111	RED FLOWER; GAMETIME; MODEL #: 38234	2
S-112	YELLOW FLOWER; GAMETIME; MODEL #: 38236	2
S-113	BLUE FLOWER; GAMETIME; MODEL #: 38235	3
S-114	FLOWER CHIME ENSEMBLE WITH INGROUND MOUNT; FREENOTES HARMONY PARK; MODEL #: FLWRENS-KG	1
S-115	RIVER ROCK CLIMBER; GAMETIME; MODEL #: 80369	1

PLAY EQUIPMENT NOTE:

ALL PLAY EQUIPMENT, LIMESTONE BASE, AND POURED IN PLACE RUBBER SURFACING SHALL BE FURNISHED AND INSTALLED BY THE STRUTHERS RECREATION (UNDER CONTRACT W/ CITY OF MOBILE). CONTRACTOR SHALL COORDINATE ALL WORK W/ CITY OF MOBILE AND STRUTHERS RECREATION.



1 OVERALL SITE PLAN
Scale: 1"=30'

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A Landscape Development Plan for
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Mobile, Alabama
PR-012-25

Revisions		
No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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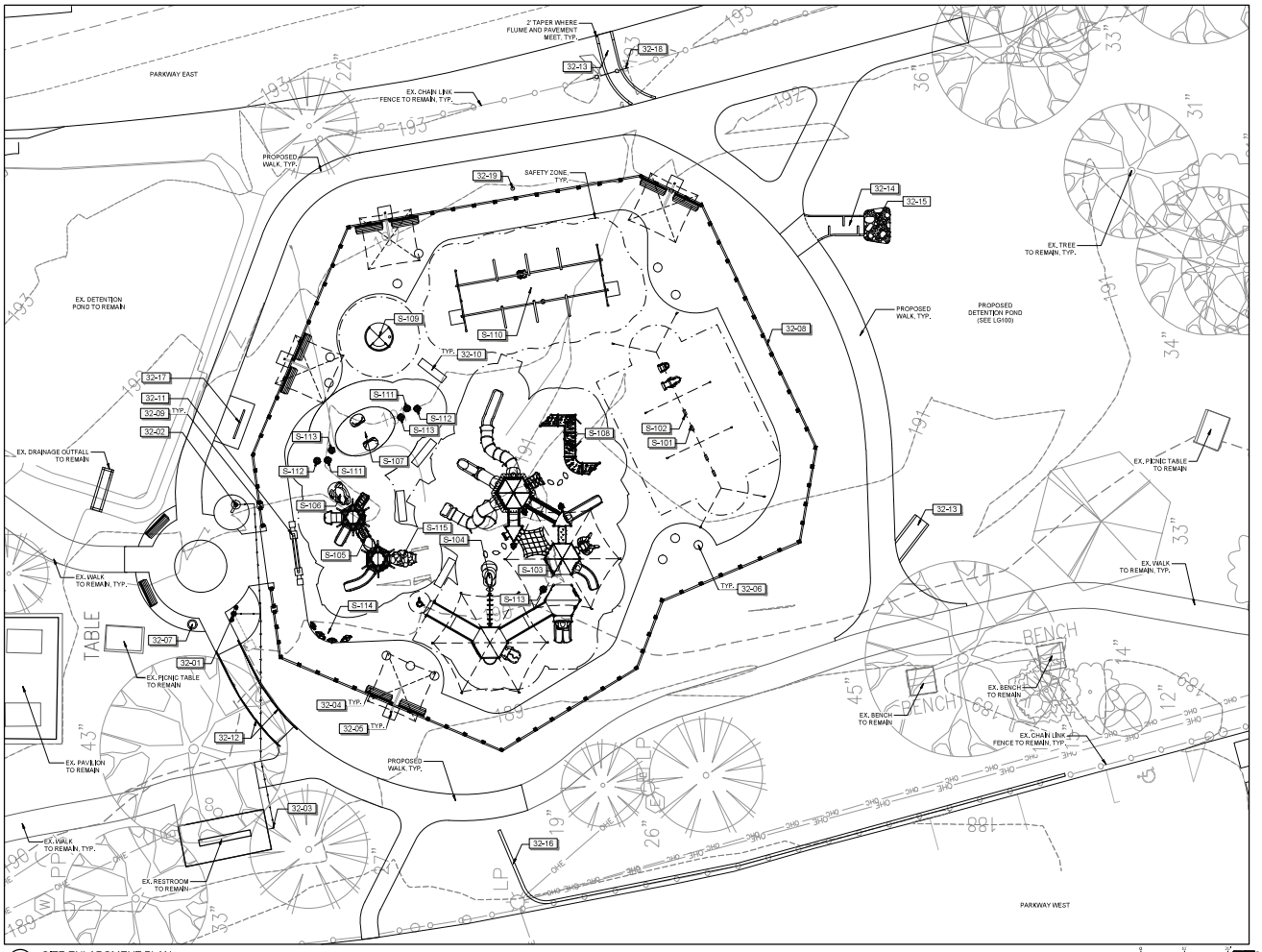
JBS — Drawn
DCT — Project Manager
JEC — Principal
256010-034 — Project No.
07.15.2025 — Date

Registration
STATE OF ALABAMA
JAMES ERLING CROWD
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
OVERALL SITE PLAN

Sheet No.
SP010



1 SITE ENLARGMENT PLAN
Scale: 1"=10'

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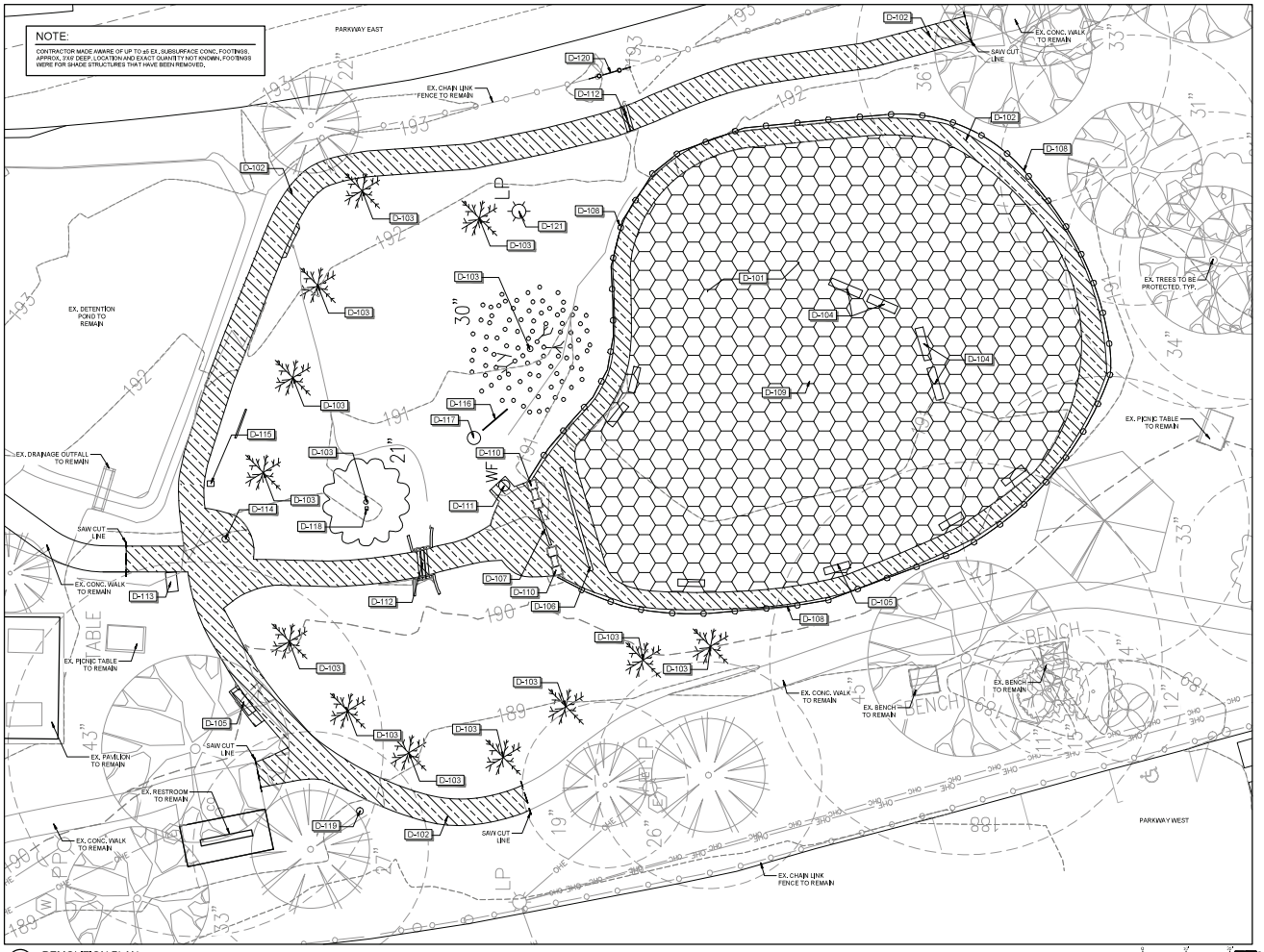
256010-034
Project No.
07.15.2025
Date

Registration
STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

SITE PLAN ENLARGEMENT

Sheet No.
SP100



1 DEMOLITION PLAN
Scale: 1"=10'

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07.15.2025
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STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

DEMOLITION PLAN ENLARGEMENT

Sheet No.
DP100

REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	ESTIMATED QTY
DEMOLITION		
D-101	EXISTING WOOD FIBER PLAYGROUND SURFACING; TO BE REMOVED; INCLUDING LIMESTONE BASE AND SUBSURFACE DRAINAGE; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	9,393 SF
D-102	EXISTING CONCRETE; TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	4,679 SF
D-103	EXISTING TREES; TO BE REMOVED; EXCAVATE TO SUFFICIENT DEPTH; BACKFILL WITH APPROVED MATERIAL; DISPOSE OF WASTE APPROPRIATELY	13
D-104	EXISTING GRANITE SLAB BENCH; TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	4
D-105	EXISTING BENCH; TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	7
D-106	EXISTING HAND PRINTED TILE WALL; TO BE REMOVED; INCLUDING FOOTERS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	25 LF
D-107	EXISTING PLAYGROUND ARCHWAY; TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	1
D-108	EXISTING ALUM. FENCE; TO BE REMOVED; INCLUDING FOOTERS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELEY	373 LF
D-109	EXISTING PLAYGROUND EQUIPMENT; TO BE REMOVED; INCLUDING ALL SUBSURFACE FOOTINGS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; DISPOSE OF WASTE APPROPRIATELY	1
D-110	EXISTING CMU WALL AND COLUMNS; TO BE REMOVED; INCLUDING FOOTINGS AND FOUNDATIONS; BACKFILL WITH APPROVED MATERIAL; DISPOSE OF WASTE APPROPRIATELY	13 LF
D-111	EXISTING WATER FOUNTAIN; TO BE REMOVED; INCLUDING ALL DRAINAGE AND WATER LINES; DISPOSE OF WASTE APPROPRIATELY	1
D-112	EXISTING DRAINAGE SYSTEM; TO BE REMOVED; REMOVE WASTE APPROPRIATELY	2
D-113	EXISTING SIGN BOARD; TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-114	EXISTING SHOWER MISTER; TO BE REMOVED; INCLUDING ALL DRAINAGE AND WATER LINES; DISPOSE OF WASTE APPROPRIATELY	1
D-115	EXISTING COMMUNITY BOOK EXCHANGE; TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-116	EXISTING BIKE RACK, TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN	1
D-117	EXISTING TRASH RECEPTICLE; TO BE REMOVED; DISPOSE OF WASTE APPROPRIATELY	1
D-118	EXISTING MEMORIAL PLAQUE; TO BE REMOVED AND RELOCATED; RELOCATION TO BE DETERMINED BY OWNER	1
D-119	EXISTING PET WASTE STATION; TO BE REMOVED AND SALVAGED; DISPOSE OF WASTE APPROPRIATELY	1
D-120	CUT AND REMOVE +- 10' X 12' OF EX. CHAIN LINK FABRIC BETWEEN LINE POST	1
D-121	EXISTING LIGHT POLE; TO BE REMOVED, SALVAGED, AND RELOCATED; RELOCATED PER SITE PLAN; BACKFILL WITH APPROVED MATERIAL AS REQUIRED; ALL CONDUIT, WIRE, ETC. ASSOCIATED WITH THE LIGHT POLE IS TO BE COMPLETELY RELOCATED; DISPOSE OF WASTE APPROPRIATELY	1

GENERAL NOTES

CONTRACTOR TO COORDINATE ALL WORK AS REQUIRED WITH THE UTILITY COMPANY AND SHALL INCLUDE ALL REQUIRED ASSOCIATED FEES IN THE BASE BID.

ALL DISTURBED AREAS NOT NOTED AS TO BE SODDED SHALL BE SODDED W/CENTIPEDE SOD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ANY AND ALL NECESSARY ENVIRONMENTAL CONTROL MEASURES IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. THIS INCLUDES PROTECTION FROM CONCRETE SURFACE PREPARATIONS, EROSION AND SEDIMENT CONTROLS, AS WELL AS A RESULT FROM ANY OTHER CONSTRUCTION RELATED ACTIVITIES.

THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES SHOWN ON THE DRAWINGS. WATTLES, HAY BALES, SILT FENCES AND OTHER APPROVED EROSION CONTROL DEVICES SHALL BE INSTALLED BY THE CONTRACTOR AND SHALL BE MAINTAINED THROUGHOUT THE COURSE OF THIS PROJECT. ADJUSTMENTS TO THE METHODS AND TYPES OF EROSION CONTROL WILL BE NECESSARY DURING THE CONSTRUCTION, AND IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, INSTALL AND MAINTAIN THESE AS WELL THE ARCHITECT SHALL APPROVE METHODS OF EROSION CONTROL. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SATISFY THEMSELVES THAT ALL FEDERAL, STATE AND LOCAL CODES AND ORDINANCES ARE ABIDED BY AT ALL TIMES DURING CONSTRUCTION. ADDITIONALLY, THE CONTRACTOR SHALL IMPLEMENT ANY AND ALL OTHER BEST MANAGEMENT PRACTICES APPLICABLE PER FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS CONCERNING WATER POLLUTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ALL EROSION CONTROL BMPS AND FOR ALL SEDIMENT WITHIN AND LEAVING THE CONSTRUCTION SITE UNTIL THE PROJECT IS ACCEPTED BY THE ARCHITECT. SEVERE PENALTIES MAY BE IMPOSED TO ENSURE COMPLIANCE.

ALL PROJECTS AND CONSTRUCTION SITES SHALL BE IN ACCORDANCE WITH THE CLEAN WATER ACT; THE ALABAMA WATER POLLUTION CONTROL ACT; THE CURRENT VERSION OF THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS.

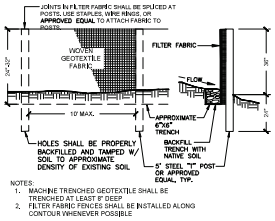
ANY FINES, PENALTIES, OR JUDGMENTS ACCESSED TO THE CITY OF MOBILE, ITS AGENTS OR REPRESENTATIVES DUE TO INADEQUATELY INSTALLED OR MAINTAINED EROSION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ARCHITECT, ENGINEER, CITY OF MOBILE, ITS AGENTS, OR REPRESENTATIVES FROM ALL CLAIMS RESULTING, ALL OR IN PART, FROM INADEQUATELY INSTALLED OR MAINTAINED EROSION CONTROLS.

SOIL EROSION AND SEDIMENT NOTES:

1. SOILS MUST BE STABILIZED BY TEMPORARY OR PERMANENT EROSION CONTROL WITHIN FOURTEEN (14) DAYS AFTER CLEARING, GRADING OR CONSTRUCTION ACTIVITY CEASES. VEGETATIVE EROSION CONTROL METHODS, SUCH AS SEEDING, HAVE NOT BECOME ESTABLISHED WITHIN FOUR (4) WEEKS OF PLANTING OR INSTALLATION, THE CITY OF MOBILE MAY REQUIRE THAT THE SITE BE RESEEDED, SOLID SODDED, OR THAT A NON-VEGETATIVE OPTION BE TEMPORARILY EMPLOYED.
2. TECHNIQUES SHALL BE EMPLOYED TO PREVENT THE BLOWING OF DISTURBED SOILS OR SEDIMENT FROM THE SITE ON TO ADJACENT PROPERTIES.
3. ALL DRAINAGE SWALES MUST BE GRASSED AS REQUIRED TO CONTROL EROSION.
4. SILT FENCE MUST BE IN ACCORDANCE WITH DETAILS AS SHOWN ON THESE PLANS.
5. ALL DISTURBED AREAS TO BE GRASSED AS SOON AS CONSTRUCTION PHASES ARE COMPLETE.
6. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING CONSTRUCTION AND SHALL BE MAINTAINED IN PROPER WORKING ORDER UNTIL ALL DISTURBED AREAS ARE STABILIZED.
7. CONSTRUCT SILT FENCE ALONG THE DOWNSTREAM SIDE OF ALL PROPOSED FILL CONSTRUCTION.
8. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN ALL MUD AND DEBRIS FROM STREETS AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
9. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE UTILIZED FOR EROSION CONTROL.
10. THE CONTRACTOR SHALL SIZE, INSTALL AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE, REFER TO "THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, & STORMWATER MANAGEMENT ON CONSTRUCTION SITES & URBAN AREAS," LATEST EDITION.

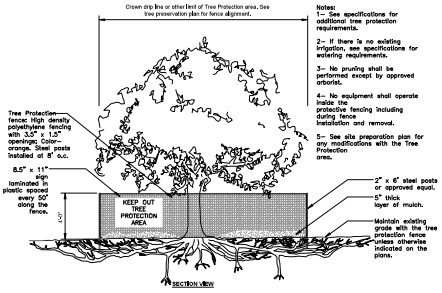
TYPE 'A' SILT FENCE NOTES:

1. SILT FENCES ARE TEMPORARY EROSION CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
2. SILT FENCE SHOULD BE PLACED WELL INSIDE PROPERTY BOUNDARY, R.O.W. AND/OR ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST BECOMES FULL.
3. SILT FENCES SHALL BE IN PLACE PRIOR TO ANY CONSTRUCTION OPERATION.
4. WHEREVER POSSIBLE, SILT FENCES SHALL BE CONSTRUCTED ACROSS A FLAT AREA IN THE SHAPE OF A HORSESHOE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. AFTER THE CONSTRUCTION AREA IS STABILIZED AND EROSION ACTIVITY CURTAILED, SILT FENCES SHALL BE REMOVED.
6. RING FASTENERS USED TO SECURE GEOTEXTILES TO WOVEN WIRE SHALL BE 13 GA. (AMERICAN).
7. TOP AND BOTTOM LINE WIRES SHALL BE 10 GAUGE. INTERMEDIATE WOVEN WIRE TO BE 12 1/2 GAUGE (MIN.).



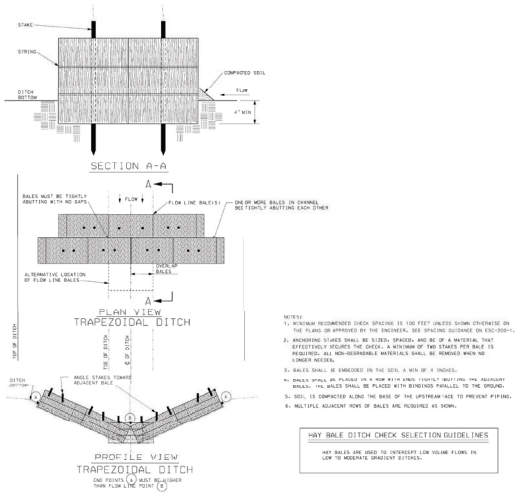
NOTES:
1. MACHINE TRENCHED GEOTEXTILE SHALL BE TRENCHED AT LEAST 8" DEEP.
2. FILTER FABRIC FENCES SHALL BE INSTALLED ALONG CONTOUR WHENEVER POSSIBLE

1 TYPE 'A' FILTER FABRIC
1/2" = 1'-0" UTL-06



Notes:
1- See specifications for additional tree protection requirements.
2- If there is no existing irrigation, see specifications for watering requirements.
3- No pruning shall be performed except by approved arborist.
4- No equipment shall operate inside the protective fencing including during fence installation and removal.
5- See site preparation plan for any modifications with the Tree Protection area.

2 TREE PROTECTION
1/4" = 1'-0" FX-PL-TX-TPRT-02



NOTES:
1. MINIMUM RECOMMENDED CHECK SPACING IS 100 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ESC-308-1.
2. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. A MINIMUM OF TWO STAKES PER BALE IS REQUIRED. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. BALES SHALL BE EMBEDDED IN THE SOIL A MIN OF 4 INCHES.
4. BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
5. SOIL IS COMPACTED ALONG THE BASE OF THE UPSTREAM SIDE TO PREVENT PIPING.
6. MULTIPLE ADJACENT ROWS OF BALES ARE REQUIRED AS SHOWN.

HAY BALE DITCH CHECK SELECTION GUIDELINES

HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

3 HAY BALE STANDARDS

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PR-012-25 Mobile, Alabama

Revisions

No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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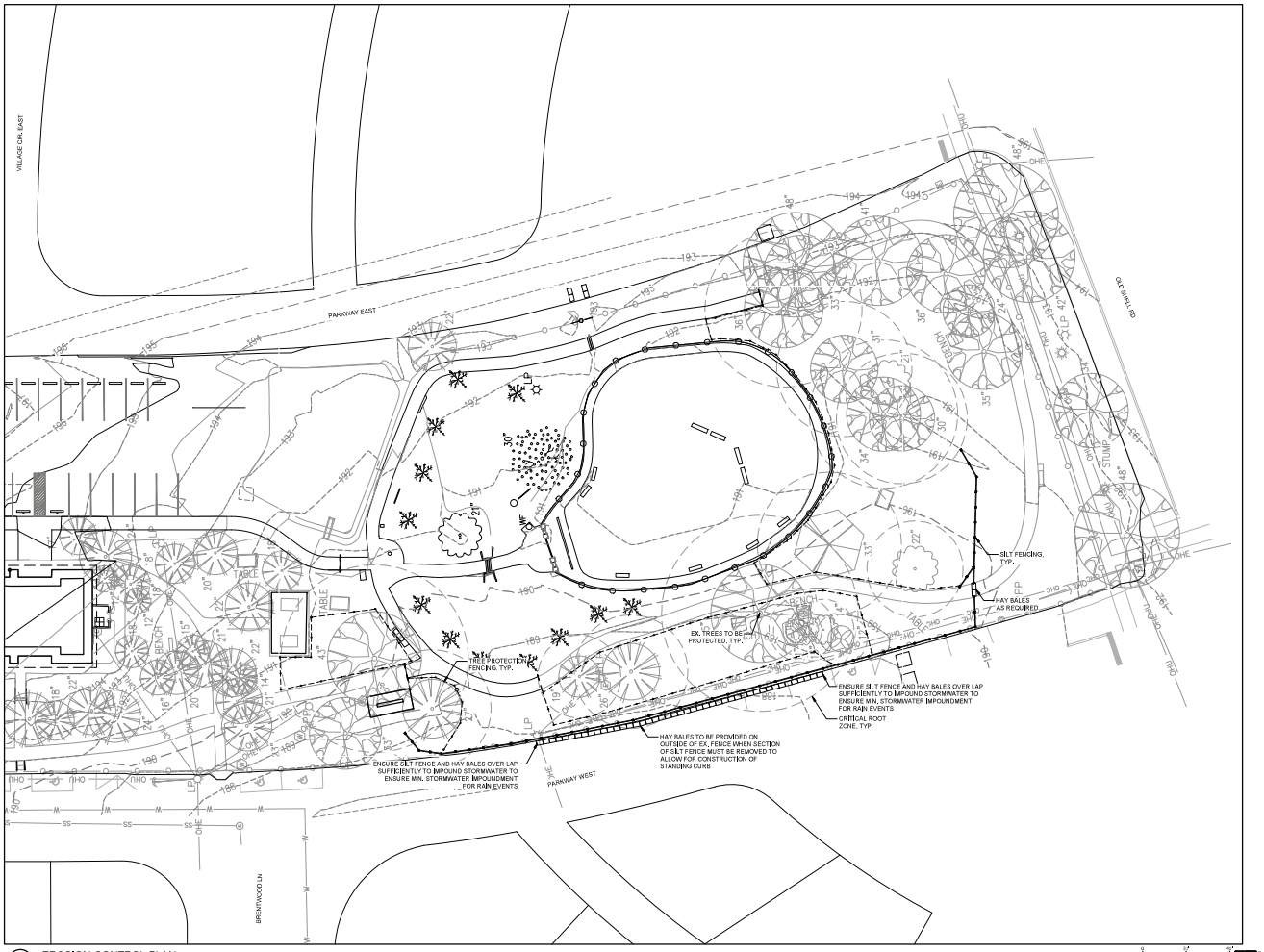
JBS Drawn
DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA JAMES BLAIR CRAWFORD NUMBER 6 LICENSED LANDSCAPE ARCHITECT

Sheet Title
DEMOLITION SCHEDULE

Sheet No.
DP500



1 EROSION CONTROL PLAN
Scale: 1"=20'

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Revisions

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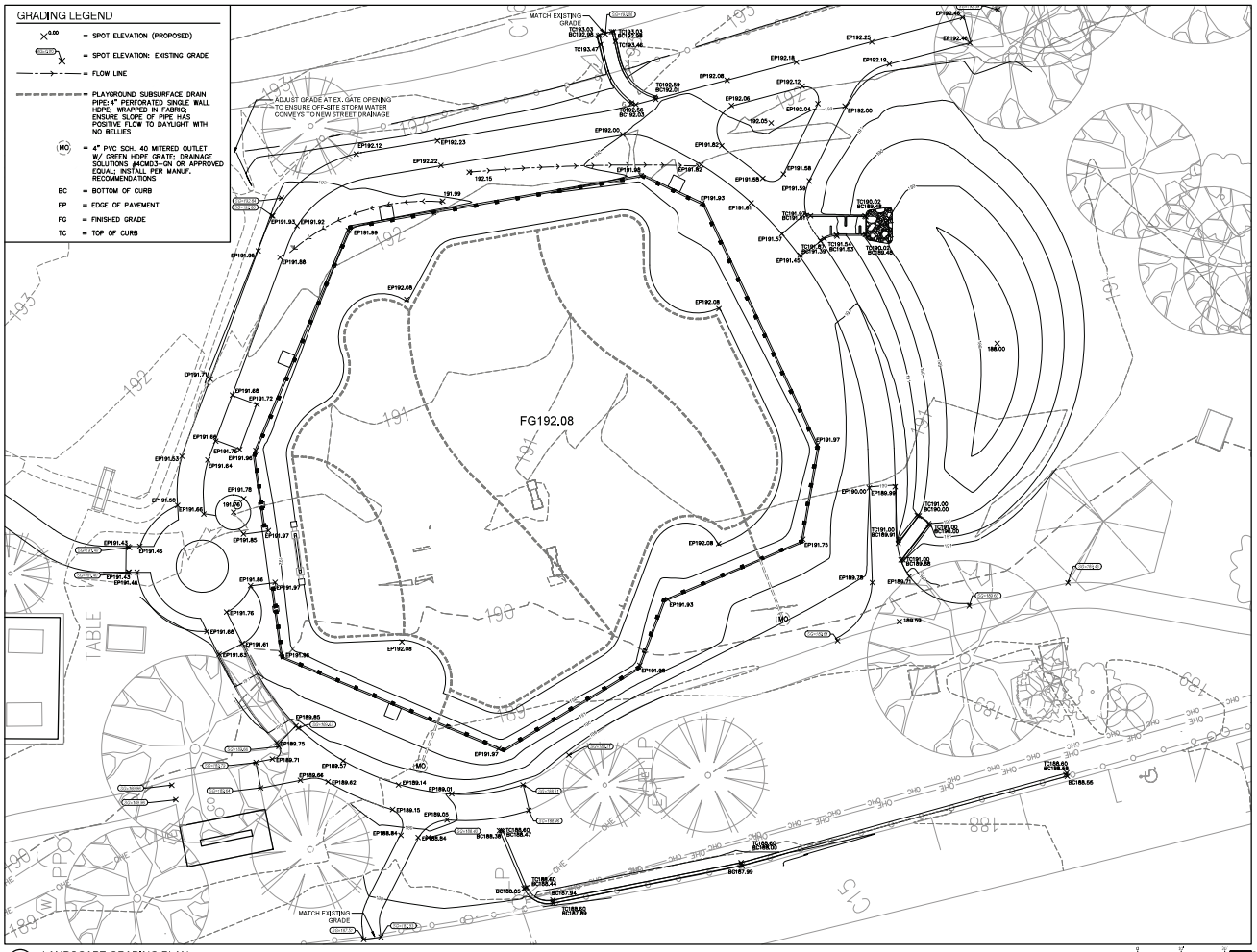
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
EROSION CONTROL PLAN

Sheet No.
EC100



1 LANDSCAPE GRADING PLAN

Scale: 1" = 10'

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PR-012-25

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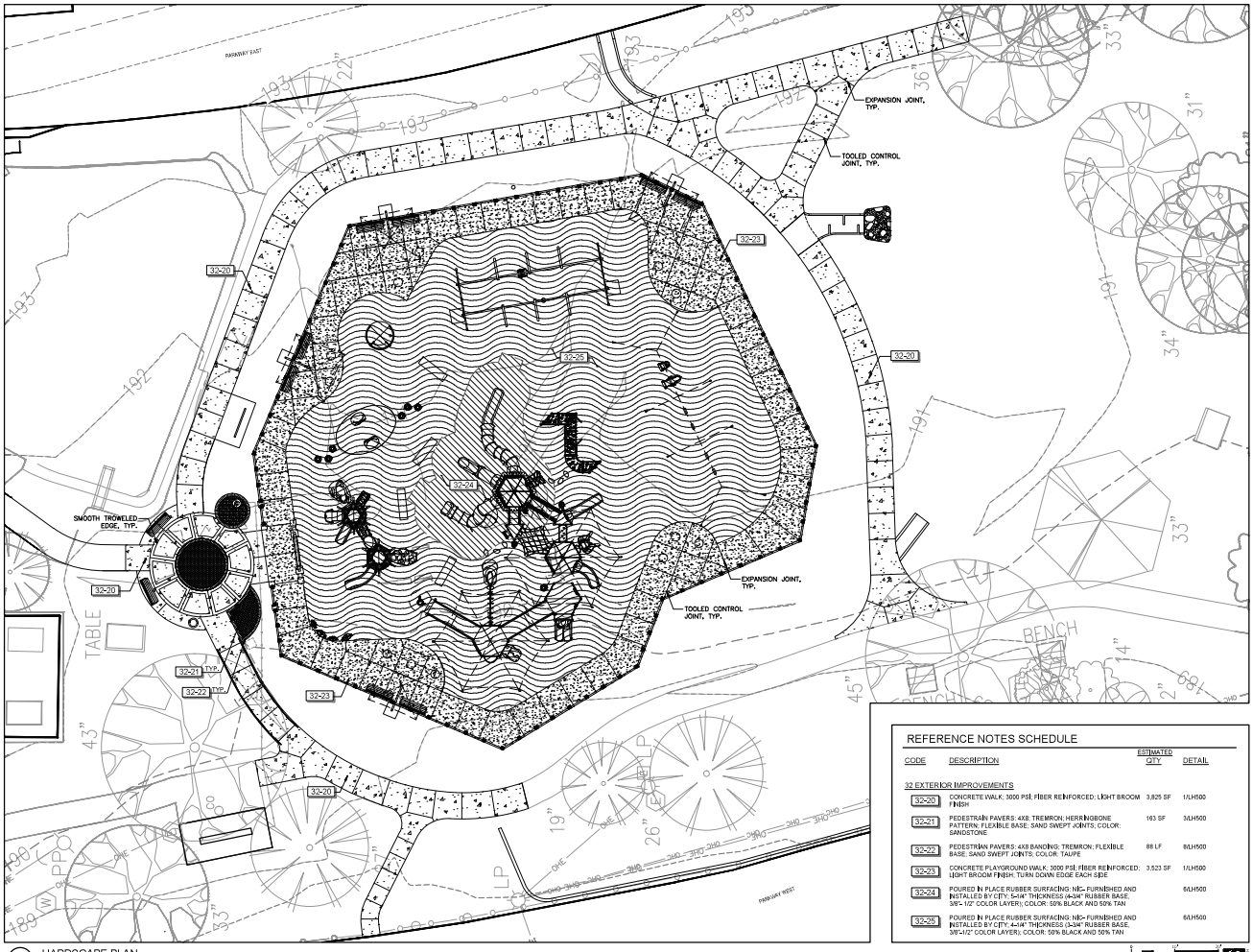
STATE OF ALABAMA
JAMES EVAN CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

LANDSCAPE GRADING PLAN

Sheet No.

LG100



REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	ESTIMATED QTY	DETAIL
32 EXTERIOR IMPROVEMENTS			
32-20	CONCRETE WALK; 3000 PSI; FIBER REINFORCED; LIGHT BROOM FINISH	3,825 SF	1/LH500
32-21	PEDESTRAIN PAVERS; 4X8; TREMRON; HERRINGBONE PATTERN; FLEXIBLE BASE; SAND SWEPT JOINTS; COLOR: SANDSTONE	163 SF	3/LH500
32-22	PEDESTRIAN PAVERS; 4X8 BANDING; TREMRON; FLEXIBLE BASE; SAND SWEPT JOINTS; COLOR: TAUPE	88 LF	8/LH500
32-23	CONCRETE PLAYGROUND WALK; 3000 PSI; FIBER REINFORCED; LIGHT BROOM FINISH; TURN DOWN EDGE EACH SIDE	3,523 SF	1/LH500
32-24	POURED IN PLACE RUBBER SURFACING; NIC- FURNISHED AND INSTALLED BY CITY; 5-1/4" THICKNESS (4-3/4" RUBBER BASE, 3/8"- 1/2" COLOR LAYER); COLOR: 50% BLACK AND 50% TAN		6/LH500
32-25	POURED IN PLACE RUBBER SURFACING; NIC- FURNISHED AND INSTALLED BY CITY; 4-1/4" THICKNESS (3-3/4" RUBBER BASE, 3/8"-1/2" COLOR LAYER); COLOR: 50% BLACK AND 50% TAN		6/LH500

1 HARDSCAPE PLAN
Scale: 1" = 10'

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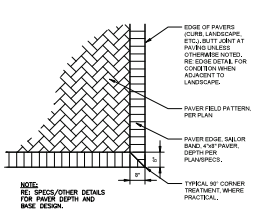
Project No.
07.15.2025
Date

Registration
STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

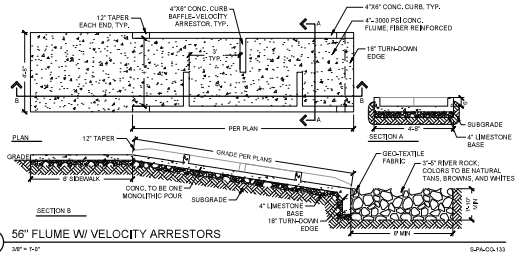
Sheet Title

HARDSCAPE PLAN ENLARGEMENT

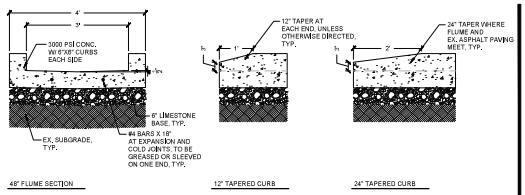
Sheet No.
LH100



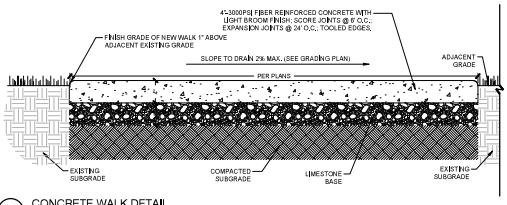
8 PAVER EDGE BAND - PLAN
1/2" = 1'-0" 321413-13



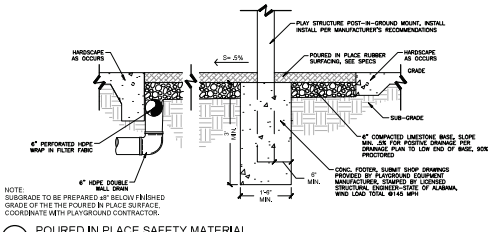
9 56" FLUME W/ VELOCITY ARRESTORS
3/8" = 1'-0" SPA-CO-133



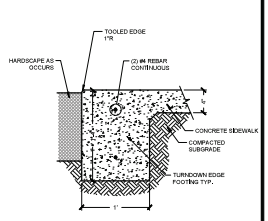
10 48" FLUME W/ TAPERED CURBING
3/4" = 1'-0" SPA-CO-136



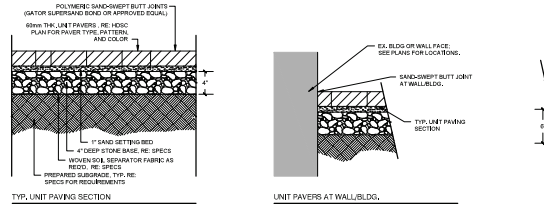
5 CONCRETE WALK DETAIL
1 1/2" = 1'-0" SPA-CO-46



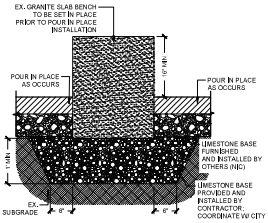
6 POURED IN PLACE SAFETY MATERIAL
3/4" = 1'-0" S-PL-33



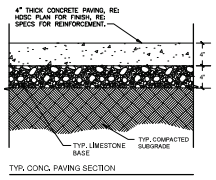
7 TURN DOWN EDGE
1 1/2" = 1'-0" S-CR-33

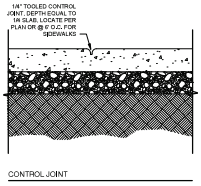


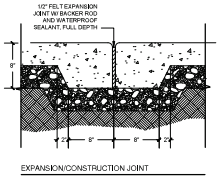
3 PEDESTRIAN UNIT PAVING ON FLEXIBLE BASE
1 1/2" = 1'-0" 321413-16

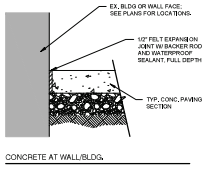


4 GRANITE SLAB BENCH
1" = 1'-0" P-MIU-133

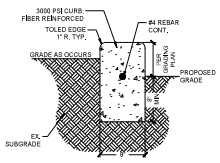








1 PEDESTRIAN CONCRETE PAVING
1 1/2" = 1'-0" PAVE-CP-33



2 8" STANDING CURB
1 1/2" = 1'-0" S-PA-CO-139

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	04.10.26	BID SET

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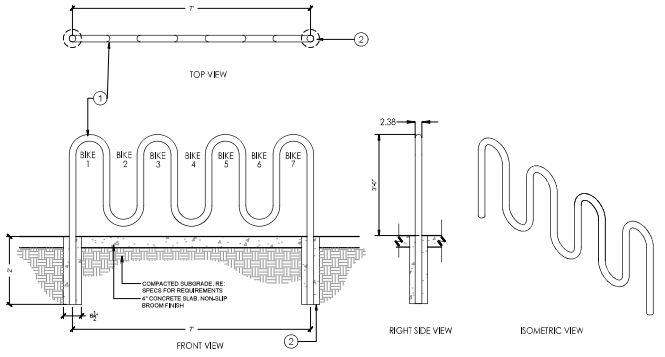
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA
JAMES EDWIN CROWE
LICENSED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title
HARDSCAPE DETAILS

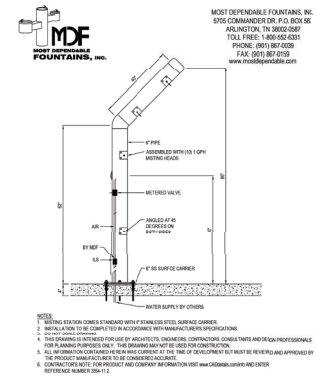
Sheet No.
LH500



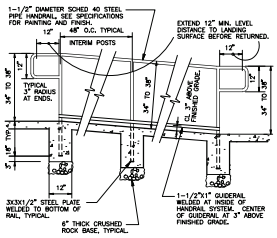
6 RELOCATED BIKE RACK

3/8" = 1'-0"

FURN-BRK-01



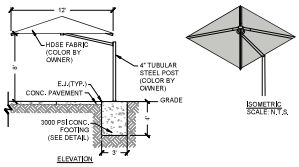
7 BASIS OF DESIGN: MDF MISTER 530

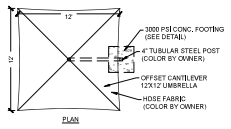


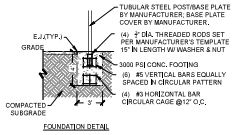
8 HANDRAIL AT RAMP

1/2" = 1'-0"

010353-22







NOTES:
1. SHADE STRUCTURES BY ULTRA PLAY SYSTEMS OR EQUAL; INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
2. SUBMIT SHOP DWG OF CONC. FOUNDATION DETAIL PROVIDED BY SHADE STRUCTURE MANUFACTURER AND STAMPED BY LICENSE ENGINEER-STATE OF ALABAMA. WIND LOAD RATED @ 150 MPH.

1 SHADE STRUCTURE PLAN & DETAILS

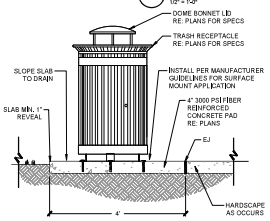
3/16" = 1'-0"

S-SP-SHA-06

Size:	24" Dia. x 19"
Weight:	630 lbs
Material:	Reinforced concrete
Reinforcing:	1/4" Dia. steel rebar
Core Size:	4" Dia. x 14" H
Mounting Options:	Options A or B

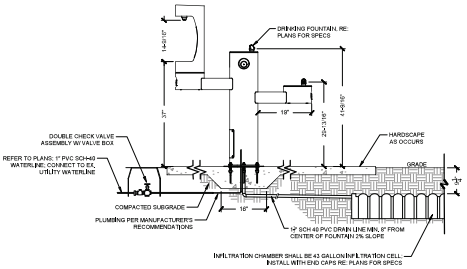
4 BASIS OF DESIGN: CROWD CONTROL WAREHOUSE BOLLARD

S-FU-16



5 TRASH RECEPTACLE ON CONCRETE PAD

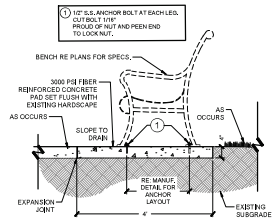
3/4" = 1'-0"



2 DRINKING FOUNTAIN W/BOTTLE FILLER & DRAIN CHAMBER

3/4" = 1'-0"

SF-DR-13



3 BENCH ON CONCRETE PAD

3/4" = 1'-0"

S-FU-19

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A Landscape Development Plan for
Lavretta Park Phase II Improvements
Mobile, Alabama
PR-012-25

Revisions		
No.	Date	Revisions / Submissions
	01.30.26	65% DRAWING REVIEW
	02.27.26	90% DRAWING REVIEW
	03.25.26	100% CONSTRUCTION DRAWINGS
	04.10.26	BID SET

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JBS Drawn
DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

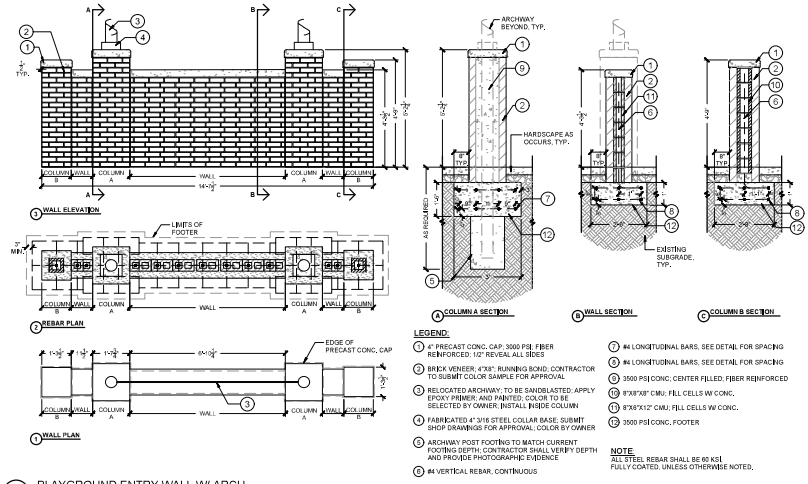
Registration
STATE OF ALABAMA
JAMES EDWIN CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
HARDSCAPE DETAILS

Sheet No.
LH501

CHILDREN SILHOUETTES SHALL BE SANDBLASTED. APPLY EPOXY PRIMER; PAINTED USING A MULTI-COLOR PATTERN; SUBMIT COLOR SAMPLES FOR APPROVAL

3 EX. ARCHWAY SILHOUETTES



LEGEND:

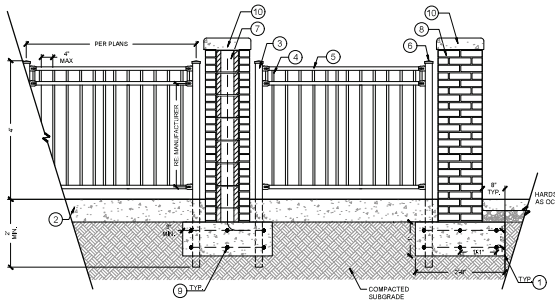
1. 4" PRECAST CONC. CAP; 3500 PSI; FIBER REINFORCED; 1/2" REVEAL ALL SIDES
2. BRICK VENEER; 4"X8"; RUNNING BOND; CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL
3. RELOCATED ARCHWAY; TO BE SANDBLASTED; APPLY EPOXY PRIMER; AND PAINTED; COLOR TO BE SELECTED BY OWNER; INSTALL INSIDE COLUMN
4. FABRICATED 4" 3/16 STEEL COLLAR BASE; SUBMIT SHOP DRAWINGS FOR APPROVAL; COLOR BY OWNER
5. ARCHWAY POST FOOTING TO MATCH CURRENT FOOTING DEPTH; CONTRACTOR SHALL VERIFY DEPTH AND PROVIDE PHOTOGRAPHIC EVIDENCE
6. #4 VERTICAL REBAR, CONTINUOUS
7. #4 LONGITUDINAL BARS, SEE DETAIL FOR SPACING
8. #4 LONGITUDINAL BARS, SEE DETAIL FOR SPACING
9. 3500 PSI CONC; CENTER FILLED; FIBER REINFORCED
10. 8"X8"X8" CMU; FILL CELLS W/ CONC.
11. 8"X6"X12" CMU; FILL CELLS W/ CONC.
12. 3500 PSI CONC. FOOTER

NOTE:
ALL STEEL REBAR SHALL BE 60 KSI FULLY COATED, UNLESS OTHERWISE NOTED.

2 PLAYGROUND ENTRY WALL W/ ARCH

1/2" = 1'-0"

WALL-53



NOTES:
1. FENCING SHALL BE COMMERCIAL GRADE.
2. CUT/MOUNT POST AND RAIL TO RETAIN A CONSISTENT HEIGHT ABOVE GRADE IN ALL CONDITIONS.
3. INSTALL PER MANUFACTURES RECOMMENDATIONS.
4. RE: GRADE PLAN FOR PROP. ELEVATIONS.
5. RE: HARDSCAPE PLAN FOR PAVING & RAIL CONDITIONS.
6. ALL STEEL REBAR SHALL BE 60 KSI, FULLY COATED, UNLESS OTHERWISE NOTED.

LEGEND:

1. 3500 PSI CONC. FOOTER
2. 8" TURN DOWN EDGE
3. 2-1/2" ALUM. POST EVENLY SPREAD, 5' MAX
4. 1" VERT. ALUM. PICKET, 4" MAX FROM CORNER OF PICKET, EVENLY DISTRIBUTE PICKETS BETWEEN POST
5. 1-1/4" ALUM. FORERUNNER RAIL
6. 2-1/2" ALUM. STD. POST CAP
7. 8"X8"x8" CMU; FILL CELLS WITH CONC.; W/ #4 VERITCAL REBAR CONTINUOUS
8. BRICK VENEER; 4"X8"; RUNNING BOND; CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL
9. #4 LONGITUDINAL BARS @13" OC, TYP. CROSS BARS @ +/-8" OC, TYP.
10. 4" PRECAST CONC. CAP; 3000 PSI; FIBER REINFORCED; W/ 1/2" REVEAL ALL SIDES

1 ALUMINUM FENCE W/ 16" COLUMN ENTRY

3/4" = 1'-0"

S-FENC-MET-53

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A Landscape Development Plan for
Lavretta Park Phase II Improvements
PR-012-25 Mobile, Alabama

Revisions

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	04.10.26	BID SET

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Drawn
DCT
Project Manager
JEC
Principal
256010-034
Project No.
07.15.2025
Date

Registration

STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

HARDSCAPE DETAILS

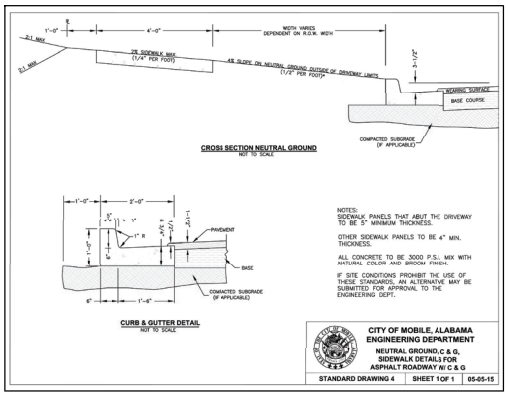
Sheet No.

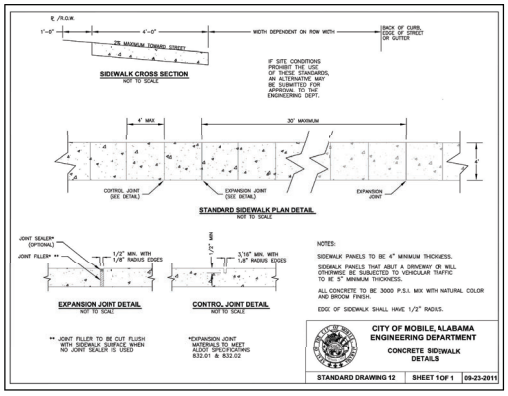
LH502

City of Mobile
Consolidated Standard ROW Notes
Engineering Permitting Department

Right of Way (ROW)

1. The contractor shall notify the City of Mobile ROW Section via e-mail at rightofway.inspect@cityofmobile.org a minimum of 24 hours prior to beginning any work within the ROW or Public Easement for assignment of the City of Mobile ROW inspector. Prior notice applies to all activity within the ROW including mobilization trenching, boring, concrete placement, etc. Failure to contact the City of Mobile ROW Section prior to beginning any work is a violation of the City of Mobile ROW Ordinance and may invoke enforcement action in the form of a Municipal Offense Ticket.
2. The ROW Permit shall expire upon the completion of the work or if there is any suspension in the progression of work greater than or equal to six (6) months from the date of permit approval. The City may require a submission of a schedule/addendum for completion of work. Permitted work in the ROW not completed in a timely manner is a violation of the City of Mobile ROW Ordinance and may invoke enforcement action in the form of a Municipal Offense Ticket.
3. The contractor shall schedule and obtain an approved formwork inspection from the assigned City of Mobile ROW inspector prior to placement of concrete to confirm minimum dimensional standards are met.
4. The permittee shall schedule and obtain an approved pipe inspection from the City of Mobile ROW inspector prior to placement of fill to confirm pipe joints are wrapped and no lifting holes are present.
5. The contractor shall immediately notify the City of Mobile ROW section via e-mail at rightofway.inspect@cityofmobile.org of any incidental damage to any City of Mobile facilities in the ROW or Public Easements including sidewalks, driveways, ADA ramps, curb and gutter, drainage structures and pipes, etc. The contractor shall be responsible for the repair or any damaged facilities to the City of Mobile standards, in a timely manner, and at no cost to the City of Mobile.
6. All work within the City of Mobile ROW or Public Easements must comply with the "Mobile Rights of Way Construction and Administration Ordinance". A copy of the ordinance may be found at the Municode website for the City of Mobile Ordinance Chapter 57, Article VIII.
7. All work in the ROW shall comply with the Stormwater Management and Flood Control Ordinance and Flood Plain Management Plan of the City of Mobile, Alabama, including but not limited to:
   a. Do not alter the natural drainage flow pattern in the area of work.
   b. Do not divert storm water onto adjacent property or increase the amount of natural drainage flow onto an adjacent property or prevent the natural flow of water in the area of work.
   c. Do not fill wetlands without a permit from the US Army Corps of Engineers.
   d. Do not fill within or alter a Special Flood Hazard Area (floodplain) without an engineered flood study or violate any other requirements in Division 2 of the Stormwater Management and Flood Control Ordinance specifically.
8. With the exception of major roadway rehabilitations/improvements, all restoration work associated with excavations within a public roadway including the placement and compaction of sub-base, base, and bituminous or concrete pavement shall comply with City of Mobile Standard Drawings 11 (Sheets 1-3) (whichever is applicable). Refer to the standard drawing details included in this plan set.
9. The final resurfacing limits of any roadway restoration shall be at the discretion of the City Engineer, to be determined by a field inspection/site visit upon completion of the installation of all permitted infrastructure/raceways, prior to the contractor beginning paving.
10. All sidewalk construction in the ROW shall comply with City of Mobile Standard Drawing 12. Refer to the standard drawing details included in this plan set.
11. Sidewalks in the ROW shall not be obstructed, parked upon or driven upon without explicit approval documented in writing or on the permitted plans. Failure to comply with this requirement may invoke enforcement action in the form of a Municipal Offense Ticket.
12. On substantial development/redevelopment projects, any sidewalk panels in the ROW which are cracked, have been shoved creating a tripping hazard, or those which have been worn to the extent that they create a slipping hazard, shall be replaced. The determination of this condition is ultimately the decision of the City.
13. All driveway apron construction in the ROW shall comply with City of Mobile Standard Drawings 3 (Sheets 1 and 2), 5/5 SW (Sheets 1 and 2), 6, or 10 (whichever is applicable). Refer to the standard drawing details included in this plan set.
14. All ADA ramps and lading construction in the ROW shall comply with City of Mobile Standard Drawings 7 (Sheets 1 and 2), 8 (Sheets 1 and 2), 9 (Sheets 1 and 2) (whichever is applicable). Refer to the standard drawing details included in this plan set. All ADA compliant truncated dome panels shall be anchored and cast in place, not bolted down and retrofitted.
15. All control and expansion joints in the ROW shall comply with the material and dimensional requirements on City of Mobile Standard Drawing 12. Wood shall not be used as expansion joint material. Expansion joints shall be required where any concrete structure abuts another concrete structure or non-yielding material. The spacing of control and expansion joints for various concrete structures shall be as follows:
   a. Sidewalks – Control joins shall be placed every 4 feet or equivalent with the width of the sidewalk (maximum 10 feet). Expansion joints shall be placed every 30 feet to 32 feet.
   b. Driveways and Curb and Gutter – Control joints shall be placed every 8 feet to 10 feet. Expansion joints shall be placed every 32 feet to 40 feet.
16. All storm drain pipe installed in the City of Mobile ROW, Public Easement, or carrying City of Mobile system stormwater shall have the joints wrapped with filter fabric, shall have no lifting holes (filling lifting holes is not allowed without explicit approval), shall be a minimum of 15 inch in diameter, and shall be Class III or stronger reinforced concrete pipe (RCP). The contractor needs to notify the pipe manufacturer ahead of time that the project is within the City of Mobile ROW to obtain pipe without lifting holes.
17. Storm drainage connections shall occur at the junction box or inlet. If there is not an existing inlet or junction box to connect to, then one shall be constructed in accordance with relevant ALDOT Standard and Special Drawings.
18. Any excess soil produced as a result from any excavation in the ROW shall be removed from the ROW.
19. No excavations in the ROW shall be left open overnight unless the excavation has been properly secured with appropriate safety equipment (e.g. steel plates, barricades, safety fencing/screening). Excavations in the ROW shall not be left open for excessive amounts of time regardless of safety equipment.
20. No excavations or jetting shall be done under the curbs and gutters, sidewalk, or driveways, or other hardscapes within the ROW without removal and replacement of the overlying structure. Boring, using a missile, or other methods which do not excavate and undermine the compaction of the underlying soil shall be permissible.
21. All disturbed areas in the neutral ground of the ROW shall be sold sodded or stabilized according to an approved landscaping plan. The sod shall be flush with the top of the sidewalk. If landscaping is present, the ROW shall be restored in kind. In some instances, at the discretion of the City, existing vegetation may require removal and restoration of existing bare areas may require placement of sod.
22. Installation of irrigation systems within the ROW shall require a separate ROW permit or shall be permitted by inclusion of an irrigation plan (including locations of meters, valves, sprinkler heads and spray direction/height) in the approved plans. The City reserves the right to remove irrigation in the ROW and assumes no liability for damages associated with irrigation systems.
23. All utility pipes, conduits, and facilities and associated excavation shall maintain a minimum 36 inches of separation (vertically, horizontally, or combination thereof) from City of Mobile storm drainage pipes and structures. If a minimum of 36 inches of separation cannot be maintained due to dimensional constraints in the field, as a condition of approval, the City of Mobile may require additional precautionary measures to be taken such as limiting excavation efforts to hand trenching, presence of a ROW inspector while probing, locating, and excavating within 36 inches of the pipe/structure, or the provision of post construction storm drainage videos. Please refer to any site-specific notes on the plan/profile sheets and/or cross-sections details as well as any conditions printed on the permit for any required work restrictions.
24. All utilities in the City of Mobile ROW shall be placed at a minimum depth of 36 inches and 48 inches outside and inside of roadways respectively.





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A Landscape Development Plan for
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Mobile, Alabama
PR-012-25

Revisions

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DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

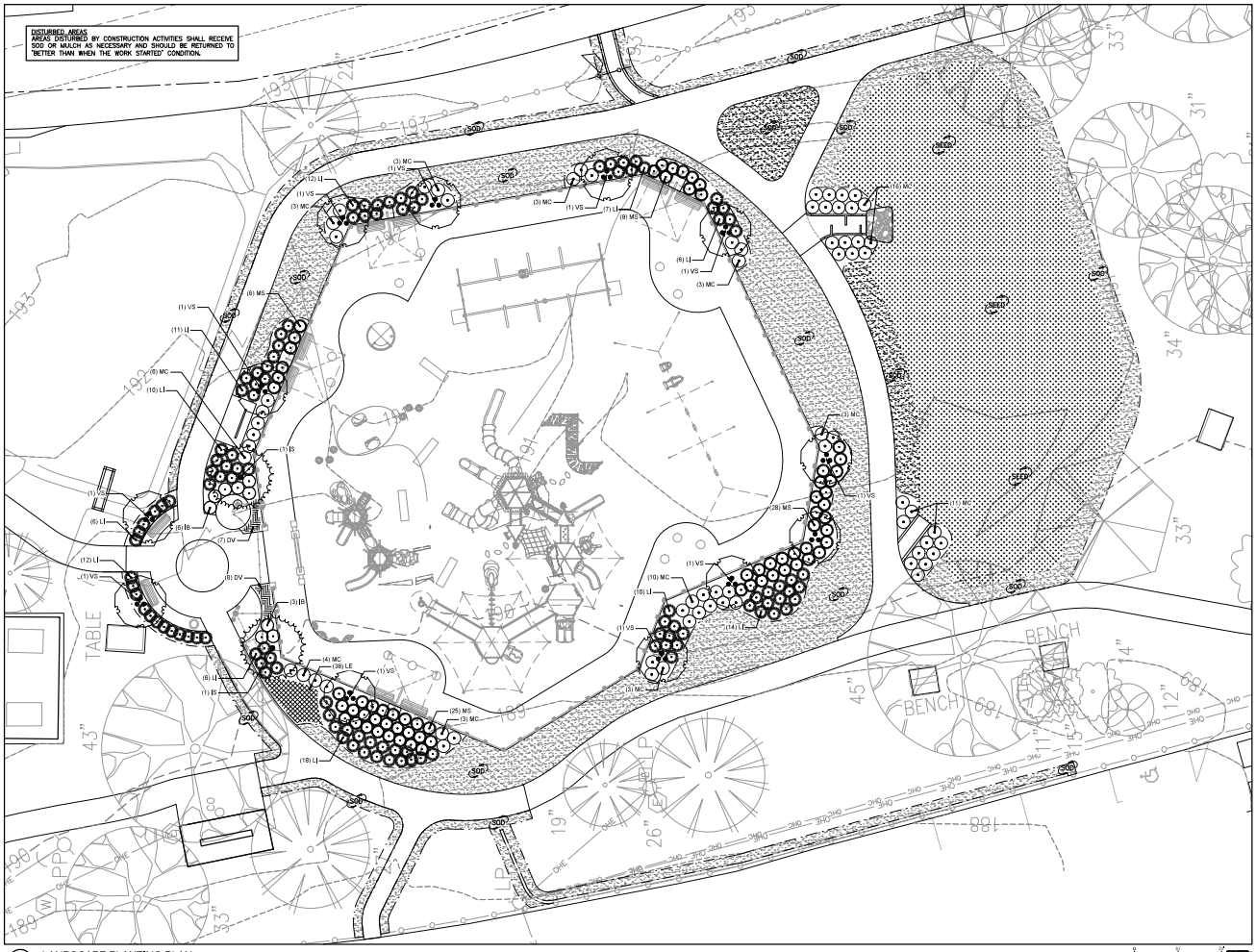
Registration
STATE OF ALABAMA
JAMES BRIAN SHAW
LICENSED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title

RIGHT OF WAY DETAILS

Sheet No.

LH503



1 LANDSCAPE PLANTING PLAN
Scale: 1"=10'

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Registration
STATE OF ALABAMA
JAMES ELLIS CROWE
NUMBER 6
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
LANDSCAPE PLANTING PLAN

Sheet No.
LP100

PLANT SCHEDULE

SYMBOL	CODE	ESTIMATED QTY	COMMON / BOTANICAL NAME	CONT	CAL	HT
TREES						
	IS	2	SAVANNAH HOLLY 'ILEX X ATTENUATA 'SAVANNAH' SPECIMEN FORM	30 GAL. OR B&B	3"	8'-10'
	VS	12	SHOAL CREEK CHASTE TREE 'VITEX AGNUS-CASTUS 'SHOAL CREEK' MULTI-TRUNK; 1" CAL PER TRUNK; MIN. 3 TRUNKS; SPECIMEN FORM	45 GAL. OR B&B	3"	8'-10'

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	HT	SPACING
SHRUBS						
	MS	68	ADAGIO EULALIA GRASS MISCANTHUS SINENSIS 'ADAGIO'	3 GAL	18"-24"	36" o.c.
	LI	112	BREEZE™ MAT RUSH LOMANDRA LONGIFOLIA 'BREEZE'	3 GAL	18"-24"	36" o.c.
	IB	9	DWARF BURFORD HOLLY ILEX CORNUTA 'BURFORDII NANA'	7 GAL	18"-24"	36" o.c.
	MC	68	PINK MUHLY GRASS MUHLENBERGIA CAPILLARIS	3 GAL	12"-18"	36" o.c.
GROUND COVERS						
	DV	15	AFRICAN IRIS DIETES VEGETA	1 GAL	12"-16"	18" o.c.
	LE	38	EMERALD GOODDESS® LILYTURF LIRIOPE MUSCARI 'LOVE POTION NO. 13'	1 GAL	12"-16"	18" o.c.
SOD						
	ZJ	5,712 SF	ZOYSIA GRASS ZOYSIA JAPONICA	SOD		
SOD/SEED						
	SU	4,904 SF	NATIVE SOUTHEAST WILDFLOWER SEED MIX AMERICAN MEADOWS NATIVE SOUTHEAST SEED MIX APPLY AT RATES RECOMMENDED BY PROVIDER; APPLY PER PROVIDER RECOMMENDATIONS.	SEED		

NOTE

ALL TREES TO RECEIVE TREEGATOR ORIGINAL SLOW RELEASE WATERING BAG INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

TREEGATOR® ORIGINAL

SLOW RELEASE WATERING BAG
FOR SHADE TREES

BENEFITS:

- *Ideal for newly planted shade or street trees.*
- *Reduces transplant and drought shock.*
- *100% water absorption with no run-off.*
- *Install and fill in minutes with no tools required.*
- *Deep water saturation with every fill.*
- *Fill just 1 to 2 times per week, or as needed.***
- *Promotes deep root growth.*
- *Non-invasive design will not harm existing landscape.*
- *Can be used with nutrients / chemical additives.****
- *Zip multiple bags together to accomodate largetrees.*
- *Made in the U.S.A. with a 5-year limited warranty.*

*REFER TO WATERING CAPACITY / FREQUENCY CHART BELOW

DESCRIPTION:

If you plant shade trees, you need a Treegator® Original Slow Release Watering Bag! Golf courses, parks, cities, nurseries, landscapers, DOT's, resorts and homeowners all love its simple, affordable patented tree watering technology. Makes anyone a watering professional. Perfect for newly planted or established trees up to 8" in caliper, with branches beginning at least 25 inches from the ground or higher. Less time, water, effort and trees!

SPECS:

Single bag fits min. 1 inch to max. 4 inch caliper tree with branches at least 25" from the ground or higher.
Use a Double Bag setup (2 single legs zipped together back-to-back) to water 4 inch to 6 inch caliper trees.
Made of green polyethylene with scrim reinforcement, black polypro straps and nylon zippers.
2 water release points per bag.
Bag is strong to support approximately 3 to 9 hours.
UV stabilized to withstand exposure to sunlight.
Fill opening fits up to 3" diameter hose.

DIRECTIONS FOR USE:

Place around tree trunk, with the zippers on uphill side of tree. Wrap both sides around trunk and zippers meet and zip together from bottom to top.
Lift tag to expose fill opening at top of bag.
Insert hose into fill opening and begin filling with water.
Fill bag to 1/4 capacity.
Gently lift up on straps at top of bag to expand bottom.
Fill to desired level and let empty.
Continuously waters for approximately 5 to 9 hours.

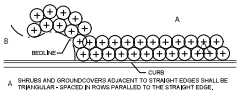
MEASUREMENTS:

Full - 30" tall x 18" wide (at base)

WATERING CAPACITY / FREQUENCY CHART:

Treegator® Original Bag Setup	Trunk Caliper (diameter)	Approx. Water Capacity (per single bag)	Recommended Fill per Week
Single Bag Setup	1 to 2 inch (2.5 to 5 cm)	15 gallons (56.78 liters)	1 Fill per Week
	2 to 3 inch (5 to 8 cm)	14.75 to 14.25 gallons (53.84 to 53.94 liters)	2 Fills per Week
Double Bag Setup* (2 single bags)	0.00 inch (stand-alone*)	25 gallons (94.63 liters)	Varies based on application
	4 to 5 inch (10.1 to 12.7 cm)	23.50 gallons (88.95 liters)	1 Fill per Week
	5 to 8 inch (12.7 to 20 cm)	22.75 to 21.5 gallons (86.11 to 81.38 liters)	2 Fills per Week

*Double bag setup is two (2) single Treegator® Original Bags zipped together back-to-back. †When watering older established trees with fully developed root systems, a double bag setup can also be used as a stand-alone watering solution (i.e. not wrapped around a trunk)



A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLED TO THE STRAIGHT EDGE.

B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

6 TYPICAL PLANT SPACING
NOT TO SCALE
329099-04

7 BASIS OF DESIGN: TREEGATOR

NATIVE WILDFLOWER MEADOW NOTES:

SITE PREPARATION:

1. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, LANDSCAPING, AND OTHER FACILITIES FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
2. PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
3. HERBICIDE SHOULD BE APPLIED TO THE SITE AREA TO REMOVE ANY WEEDS AND GRASSES BEFORE APPLYING SEED.
   a. A SECOND APPLICATION MAY BE NECESSARY BEFORE PLANTING IF THERE IS WEED REGROWTH. IF A SECOND APPLICATION IS REQUIRED, SEEDS SHOULD NOT BE SOWN UNTIL TWO WEEKS HAVE PASSED.
4. LIGHTLY CULTIVATE THE SOIL WITH A RAKE OR HAND TOOL TO A DEPTH OF ½–2 INCHES. DEEPER TILLING WILL BRING VIABLE WEED SEED TO THE SURFACE.

TOPSOIL:

1. TOPSOIL FURNISHED BY THE CONTRACTOR SHALL MEET THE REQUIREMENTS GIVEN IN ASTM D 5268 STANDARD SPECIFICATIONS FOR TOPSOIL FOR LANDSCAPE PURPOSES.
2. THE CONTRACTOR SHALL PROVIDE 1LB SOIL SAMPLE FOR APPROVAL BY PROJECT MANAGER, IF SOIL TEST IS NOT AVAILABLE
   b. THE SOIL SAMPLE TESTING SHALL BE PROVIDED FROM AN INDEPENDENT LABORATORY, RECOGNIZED BY THE STATE DEPARTMENT OF AGRICULTURE, WITH THE EXPERIENCE AND CAPABILITY TO CONDUCT THE TESTING INDICATED AND THAT SPECIALIZES IN TYPES OF TESTS TO BE PERFORMED.
3. THE GRADING AND SHAPING OF THE AREA WHERE TOPSOIL MUST BE PLACED SHALL BE COMPLETED PRIOR TO THE PLACEMENT OF THE TOPSOIL UNLESS DIRECTED OTHERWISE BY THE PROJECT MANAGER.
4. TOPSOIL SHALL BE APPLIED TO A MINIMUM OF 4 INCHES. APPLIED TOPSOIL SHALL BE COMPACTED BY TRACKING. TRACKING SHALL BE ACCOMPLISHED BY THE OPERATION OF A TRACKED VEHICLE LEAVING RIDGES PERPENDICULAR TO THE DIRECTION FLOW OF WATER DOWN THE SLOPE. THE TOPSOIL SHALL THEN BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS GIVEN, GROUND PREPARATION AND VEGETATION ESTABLISHMENT. OPERATIONS SHALL COMMENCE AS SOON AS POSSIBLE AFTER THE APPLICATION OF TOPSOIL TO REDUCE THE POTENTIAL FOR THE EROSION OF THE TOPSOIL.
5. FURNISHED TOPSOIL FROM OFF-SITE SOURCES SHALL BE NATURAL, FRIABLE SURFACE SOIL UNIFORM IN COLOR AND TEXTURE. TOPSOIL SHALL BE FREE FROM SLAGS, STONES, LUMPS OF SOIL, STICKS, ROOTS, TRASH, AND OTHER MATERIAL. OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED CONSTRUCTION SITES WHERE TOPSOIL OCCURS AT LEAST 4 INCHES DEEP; DO NOT OBTAIN FROM AGRICULTURAL LAND, BOGS, OR MARSHES.

FERTILIZER:

1. GRANULAR OR PELLETED SLOW-RELEASE FERTILIZER CONSISTING OF 50 PERCENT WATER-SOLUBLE NITROGEN, PHOSPHOROUS, AND POTASSIUM IN THE FOLLOWING COMPOSITION:
   a. COMPOSITION: 20 PERCENT NITROGEN, 10 PERCENT PHOSPHORUS, AND 10 PERCENT POTASSIUM, BY WEIGHT.
   b. COMPOSITION: NITROGEN, PHOSPHOROUS, AND POTASSIUM IN AMOUNTS RECOMMENDED IN SOIL REPORTS FROM A QUALIFIED SOIL-TESTING LAB.
2. FERTILIZER TO BE APPLIED AFTER TOPSOIL IS IN PLACE

WILDFLOWER AREA PREPARATION:

1. LIMIT WILDFLOWER AREA SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
2. REFERTILIZING, AS NEEDED, SHALL CONSIST OF APPLYING 12-4-8 FERTILIZER TO TOPSOILED AREAS. WORK SHALL BE DIRECTED BY THE PROJECT MANAGER.
3. APPLY 1 INCH SOIL CONDITIONER (NU1N-GREEN, NATURE'S FINEST, OR APPROVED EQUAL) AT A RATE OF 3 CUBIC YARDS PER 1000 SQUARE FEET.
4. GRADE WILDFLOWER AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE, GRADE TO WITHIN PLUS OR MINUS ½ INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINAL GRADES. LIMIT FINE GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
5. RESTORE AREAS IF ERODED OR OTHERWISE DISTURBED AFTER THE FINISH GRADING AND BEFORE PLANTING.

SEED APPLICATION:

1. DELIVER SEED IN ORIGINAL SEALED, LABELED, AND UNDAMAGED CONTAINERS.
2. BROADCAST SEEDS EVENLY BY SPREADER OR SEEDING MACHINE.
3. DO NOT BROADCAST OR DROP SEED WHEN WIND VELOCITY EXCEEDS 5 MPH.
4. EVENLY DISTRIBUTE SEED BY SOWING EQUAL QUANTITIES IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.
5. DO NOT USE WET SEED OR SEED THAT IS MOLDY OR OTHERWISE DAMAGED.
6. SOW SEED AT THE NET RATE OF 1 #/1000 SF
7. BRUSH SEED INTO TOP 1/16 INCH OF TOPSOIL. ROLL LIGHTLY, AND WATER WITH FINE SPRAY.
8. WATER NEWLY PLANTED AREAS AND KEEP MOIST UNTIL MEADOW IS ESTABLISHED.

MULCHING:

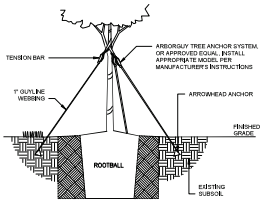
1. PROTECT SEEDED AREAS FROM HOT, DRY WEATHER, OR DRYING WINDS BY APPLYING STRAW WITHIN 24 HOURS AFTER COMPLETING SEEDING OPERATIONS.
2. APPLY STRAW BY HAND TOSSING OR BLOWN BY MACHINE.

MAINTENANCE:

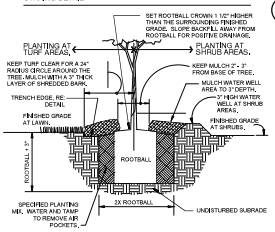
1. BEGIN MAINTENANCE IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL AN ACCEPTABLE MEADOW IS ESTABLISHED, BUT FOR NOT LESS THAN 90 DAYS AFTER PLANTING.
2. MAINTAIN AND ESTABLISH MEADOW BY WATERING, WEEDING, TRIMMING, REPLANTING, AND REPLANT BARE OR ERODED AREAS AND REMULCH.
3. SCHEDULE WATERING TO PREVENT WILTING, PUDDLING, EROSION, AND DISPLACEMENT OF SEED OR MULCH. LAY OUT TEMPORARY WATERING SYSTEM TO AVOID WALKING OVER MUDDY OR NEWLY PLANTED AREAS.
4. WATER MEADOW AT A MINIMUM RATE OF ½ INCH PER WEEK UNTIL MEADOW IS ESTABLISHED.

CLEAN UP AND PROTECTION:

1. ERECT BARRICADES AND WARNING SIGNS AS REQUIRED TO PROTECT NEWLY PLANTED AREAS FROM TRAFFIC. MAINTAIN BARRICADES THROUGHOUT MAINTENANCE PERIOD AND REMOVE AFTER MEADOW IS ESTABLISHED.
2. REMOVE EROSION-CONTROL MEASURES AFTER WILDFLOWER ESTABLISHMENT PERIOD.

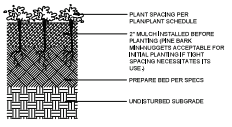


STAKING DETAIL

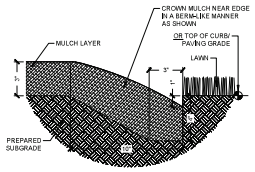


PLANT PIT DETAIL

1 TREE PLANTING - GUY STRAP
1" = 1'-0"
329043.24-01

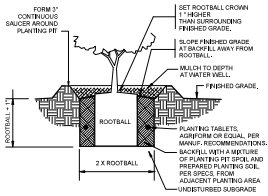


4 GROUNDCOVER PLANTING
3" = 1'-0"
PLNT-GRD-03

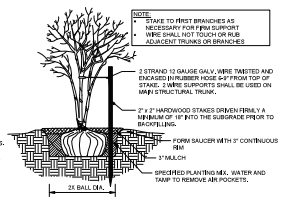


NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

5 TRENCH EDGE
3" = 1'-0"
329413.23-02



2 SHRUB PLANTING
1" = 1'-0"
329035.13-01



3 MULTI-TRUNK TREE STAKING
1/2" = 1'-0"
329043-01

landscape architecture
land planning
placemaking
WAS DESIGN
landscape architects
Foley, Alabama
P: 251.948.7181
Mobile, Alabama
P: 251.344.4023
Jackson, Mississippi
P: 601.790.0781
Pensacola, Florida
P: 850.205.4202
www.was-design.com

A Landscape Development Plan for
Lavretta Park Phase II Improvements
Mobile, Alabama
PR-012-25

Revisions		
No.	Date	Revisions / Submissions
1	01.30.26	65% DRAWING REVIEW
2	02.27.26	90% DRAWING REVIEW
3	03.25.26	100% CONSTRUCTION DRAWINGS
4	04.10.26	BID SET

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JBS Drawn
DCT Project Manager
JEC Principal
256010-034 Project No.
07.15.2025 Date

Registration
STATE OF ALABAMA
JAMES BRIAN SHAW
LICENSED LANDSCAPE ARCHITECT
NUMBER 6

Sheet Title
LANDSCAPE PLANTING DETAILS

Sheet No.
LP500

on

SEALED BID

ame: CIP Lavretta Park Playground Court – Playground Improvements

Project Address: 200 W. Parkway Dr., Mobile, AL 36608

Project Number: PR-012-25

Owner: City of Mobile

PO Box 1827

Mobile, AL 36602

Bid Date/Time: May 27, 2026 @ 2:15PM

Do not open before 2:30PM on May 27, 2026

OPEN before 2:30PM on May 27, 2026

Lavretta Park- Playground Improvements
Mobile, AL
PR-012-25

SECTION 00400
BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: PR-012-25
PROJECT NAME: CIP Lavretta Park Playground Court-Playground Improvements
PROJECT LOCATION: 200 W. Parkway Dr. Mobile, AL 36608

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 Wednesday, May 20th, 2026; and all Addendum (a) Number(s) 1, 2, 3, dated 4/28/26, 4/28/26, 5/18/26, 2026 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: Aeiker Construction Corporation

ADDRESS: 2759 Mill st., Mobile, AL 36607 **PHONE** 2512597995

ALABAMA GENERAL CONTRACTOR LICENSE NO. 48111

CITY OF MOBILE BUSINESS LICENSE NO. 93998

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-034-837

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: 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, 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 one hundred-fifty (150) calendar days from the date of the Notice to Proceed.

Lavretta Park- Playground Improvements
Mobile, AL
PR-012-25

Base Bid: $ 399,000 .00

Contingency Allowance: +$ 50,000.00

Total Base Bid:

TOTAL BID: Four hundred Forty nine thousand **Dollars, ($** 449,000 **.00)**
(Amount in Words) (Amount in Figures)

UNIT PRICES: Refer to the Unit Price Section Specifications

Unit price form must be submitted with the bid form.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank 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 seven (7) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Aeiker Construction Corporation
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jonathan Aeiker
(Printed or Typed)

TITLE President **DATE** 5/27, **2026**
(Printed or Typed)

Sworn to and subscribed before me this 27 day of May 2026

Stacy Prine
Notary Public

STATE OF ALABAMA NOTARY PUBLIC
STACY PRINE
My Commission Expires
July 15, 2028

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:** 5/27/26

Name of Project: CIP Lavretta Park Playground Court-Playground Improvements
Project Number: PR-012-25

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:	$ 17,000.00

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

Legal Name of Bidder Aeiker Construction Corporation

Mailing Address 2759 Mill st, Mobile, AL 36607

***By (Legal Signature)** [signature]

*Name (type or print) Jonathan Aeiker (Seal)

*Title President

Telephone Number 251-259-7995

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	Aeiker Construction Corporation
Address	2759 Mill st Mobile AL 36607
Telephone	251 259 7995
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-012-25
Project Description	Lauretta Park Playground Court - Playground Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 3 Minority 4 Non-minority 4 Vets 0 Total #of Employees 8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: [signature] Date: 5/27/26

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: Jonathan Aeiker Title: President

E-mail: Jonathan@aeiker.com Phone: 251 259 7995

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 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 # PR-012-25 Your Bid/Proposal Amount $_____ Date: 5 / 27 / 26

Description Lauretta Park Playground Court - Playground Improvements

Name of Bidder/Proposer: Aeiker Construction Corporation

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
Struthers Recreation	2053689279	Shade structures site Furnishings	68,000.00	15%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corporation

Contact Person: Jonathan Aeiker Phone 251 259 7995 Email JonathanDaeiker.com

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

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
X		**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ 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. _____

_____

MERCHANTS BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number:

CONTRACTOR:
(Name, legal status and address)
Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36644

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent (5%) of the base bid, but it no event more than $10,000

PROJECT:
(Name, location or address, and Project number, if any)
CIP Lavretta Park Playground Court Phase 2 Playground Improvements Mobile, AL PR-012-25

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of May, 2026

Aeiker Construction Corporation

Louise Houston
(Witness)

(Principal) *(Seal)*

President
(Title)

Sabrina Taylor
(Witness) Sabrina Taylor

Merchants National Bonding, Inc.
(Surety) *(Seal)*

Peyton L Mattei
(Title) Peyton L. Mattei, Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allen H Ladd; L Taylor Beville; Peyton L Mattei

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of May , 2026 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

LEGAL DEPARTMENT — CONTRACT REVIEW COVER SHEET [REVIEW # 2]

To: Rhonda Lewis / REAM
Requester / Department

From: City of Mobile Legal Department
Date: 07/15/2026
CityLaw ID: A26-1751
Project / Contract Title: Lavretta Park - Phase II Improvements PR-012-25
Vendor / Consultant: Aeiker Construction Corporation

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

_____

_____

V. LEGAL DEPARTMENT SIGN-OFF

Bryan Horsley — **Reviewed By**
07/15/2026 — **Date**

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Robert Shreve

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize the Professional Services Contract with Minnikin Resources Incorporated for consulting services on governance review and improvement

Amount of Contract:
NTE $90,000.00

Funding Source
General Fund 10049000 / 42200

ATTACHMENTS:
1. Resolution PSC Minnikin Resources Inc 2026
2. Minnikin

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

RESOLUTION

Sponsored by: Mayor Spiro Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Contract between the City of Mobile and Minnikin Resources Incorporated, to provide governance review and improvement consulting services, in a total contract amount not to exceed $90,000.00, which is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONSULTANT AGREEMENT FOR A STIPULATED SUM
City of Mobile

BETWEEN: **CITY OF MOBILE**
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: **Minnikin Resources, Incorporated**
543 Tower Road
Halifax, Nova Scotia (NS) B3H 2X4

City of Mobile Business License No.: 124917

Secretary of State Registration No.: 001-049-834

For the following Project: Governance Review and Improvement Consulting Services

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PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **MINNIKIN RESOURCES INCORPORATED**, a Foreign Corporation (hereinafter referred to as "Consultant"), as follows:

WHEREAS, the Consultant is uniquely qualified and experienced in providing governance consulting, board development, strategic planning, governance training, and related advisory services for governmental agencies, boards, and commissions; and

WHEREAS, the City desires to engage the Consultant because of the Consultant's demonstrated expertise, professional skill, competence, and experience to provide governance review and improvement consulting services for the City's agencies, boards, and commissions upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. The Consultant shall provide governance review and improvement consulting services for the City of Mobile as more particularly described in **Exhibit A (Statement of Work)**, which is attached hereto and incorporated herein by reference.

B. The Consultant shall perform all professional services under this Agreement with the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances and shall perform such services in a timely and professional manner.

C. The Consultant shall furnish all labor, services, expertise, supervision, equipment, and incidental materials necessary to perform the services described in Exhibit A in accordance with the terms and conditions of this Agreement.

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D. The Mayor, or the Mayor's designee, shall serve as the City's Project Manager and shall coordinate with the Consultant regarding the services to be performed under this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon execution by both the City and the Consultant and shall remain in effect until June 30, 2027, or until the services described in Exhibit A have been completed, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement.

III. COMPENSATION

A. The City shall pay the Consultant for services performed under this Agreement in an amount not to exceed Seventy-Five Thousand Dollars ($75,000.00) in professional fees, plus reimbursement of reasonable travel expenses in an amount not to exceed Fifteen Thousand Dollars ($15,000.00), for a total contract amount not to exceed Ninety Thousand Dollars ($90,000.00).

Professional fees shall be paid upon completion of the following milestones:

1. $18,750.00 upon execution of this Agreement;
2. $18,750.00 upon completion of the September 1, 2026 milestone described in Exhibit A;
3. $18,750.00 upon completion of the December 1, 2026 milestone described in Exhibit A; and
4. $18,750.00 upon completion of the March 1, 2027 milestone described in Exhibit A.

Reimbursement for travel expenses shall be limited to actual, reasonable travel expenses incurred in the performance of the services described in Exhibit A and shall not exceed Fifteen Thousand Dollars ($15,000.00). Requests for reimbursement shall be supported by itemized invoices and receipts.

B. The Consultant shall submit invoices in a form reasonably acceptable to the City. Payment shall be made following the City's review and approval of the applicable invoice and supporting documentation.

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IV. METHOD OF PAYMENT

A. The City shall pay the Consultant upon receipt of a properly submitted invoice and written approval by the Mayor or the Mayor's designee, confirming that the services have been performed in accordance with this Agreement.

B. Invoices shall identify the applicable payment milestone described in Exhibit A (Statement of Work). Any request for reimbursement of travel expenses shall be itemized and accompanied by receipts and any other supporting documentation as the City may reasonably require to verify the reimbursable expenses.

C. All invoices shall be in a form reasonably acceptable to the City. The Consultant shall provide such additional documentation as the City may reasonably require to support any request for payment or reimbursement.

D. The Consultant shall retain all billing records, invoices, receipts, and other supporting documentation relating to payments and reimbursable expenses under this Agreement for a period of three (3) years following final payment under this Agreement. Upon reasonable written request, the Consultant shall make such records available to the City for inspection, audit, or copying during normal business hours.

V. ADDITIONAL SERVICES

A. No modification of this Agreement or the services to be performed hereunder shall be effective unless set forth in a written amendment executed by the City and the Consultant.

B. If the City requests the Consultant to perform services beyond the scope of services described in Exhibit A, the parties shall mutually agree in writing to the additional services and any additional compensation before such services are performed. Any approved additional services shall be incorporated into this Agreement by written amendment. The City shall not be obligated to pay for any additional services performed before execution of a written amendment. Notwithstanding the foregoing, if additional services are required as a result of the Consultant's error, omission, or negligence, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

A. To the fullest extent permitted by law, Consultant covenants to defend, indemnify, hold harmless, protect, and exonerate both the City and its officers, agents, employees, and

representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Consultant (herein defined to include but not be limited to Consultant's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Consultant as well as the agents or employees of any of them), or (2) arise out of or are related to services performed or to be performed by the Consultant, or (3) arise out of or are related to any other act or omission of the Consultant relating to the Consultant, this Agreement, or the services performed under this Agreement. It is the specific and express intent of the parties to the Agreement for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether 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. Consultant acknowledges and agrees that it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975), as amended, and that limitations applicable to design professionals under this statute do not apply to this Agreement.

B. This Section VI, Liability of Consultant, shall survive the expiration or termination of this Agreement.

VII. CONSULTANT'S INSURANCE.

Consultant shall procure and maintain, at its sole expense, the insurance coverages required by this Section VII throughout the term of this Agreement.

A. Workers' Compensation/Employer's Liability

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

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

Bodily Injury by Accident	$1,000,000 Each Accident
Bodily Injury by Disease	$1,000,000 Policy Limit
Bodily Injury by Disease	$1,000,000 Each Employee

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B. Commercial General Liability Insurance

Consultant shall maintain Commercial General Liability Insurance (occurrence form), including coverage for independent contractors and blanket contractual liability, specifically covering the obligations assumed by the Consultant under this Agreement, with minimum limits of:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
2. $1,000,000 Personal and Advertising Injury per person/organization
3. $2,000,000 General Aggregate Limit

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Consultant does not own an automobile, but one is used in the execution of the Agreement, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.)

D. Certificates of Insurance

Certificates of Insurance shall be provided in standard ACORD format. The policy endorsements listed in this section 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).

Consultant shall provide the City with certificates of insurance evidencing the required coverages at the time the Consultant executes this Agreement.

E. Additional Insured

The Commercial General Liability policy shall name the City of Mobile, its officers, officials, employees, and agents as additional insureds with respect to liability arising out of the Consultant's performance under this Agreement. Such insurance shall be primary and non-contributory with respect to any insurance maintained by the City.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

F. 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 Consultant 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.

G. Waiver of Subrogation

Consultant 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 Consultant 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 requirements of this Agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

H. Professional Errors and Omissions

Consultant shall maintain Professional Liability (Errors and Omissions) Insurance with limits of not less than $1,000,000 per claim and $1,000,000 aggregate throughout the term of this Agreement and for a period of two (2) years following completion of the Services. If such coverage is written on a claims-made basis, the policy shall have a retroactive date preceding the effective date of this Agreement, and the Consultant shall maintain continuous coverage or obtain an extended reporting period of not less than two (2) years following completion of the Services.

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VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the terms set forth in this Agreement. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of the Consultant's performance, including complaints received from City employees or members of the public, may be considered by the City in determining whether the Consultant has complied with this Agreement and whether termination or other remedies are appropriate under this Agreement.

E. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and executive orders governing equal employment opportunity and nondiscrimination. In performing this Agreement, the Consultant shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, or any other classification protected by applicable law.

F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

G. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent or servant

of City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

Time is of the essence in the performance of this Agreement. The Consultant shall commence performance upon execution of this Agreement by both parties and shall timely complete each milestone identified in Exhibit A (Statement of Work). Unless otherwise agreed in writing by the parties, all services shall be completed no later than June 30, 2027.

X. FORCE MAJEURE

The Consultant agrees to perform the services required under this Agreement within the time periods set forth herein and in Exhibit A (Statement of Work), except to the extent performance is delayed by a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" means any event or circumstance beyond the reasonable control of the affected party that materially delays or prevents performance, including, but not limited to, acts of God, fire, flood, hurricane, epidemic, pandemic, war, terrorism, civil unrest, governmental action, labor disputes not involving the affected party, or interruption of transportation or communication systems. The affected party shall promptly notify the other party in writing of the Force Majeure Event, the anticipated duration of the delay, and the steps taken to mitigate its effects. The affected party shall use commercially reasonable efforts to minimize the duration and impact of the Force Majeure Event. Performance shall be excused only for the period during which the Force Majeure Event prevents performance, and the Consultant shall resume performance as soon as reasonably practicable.

XI. OBLIGATIONS OF CITY

A. The City shall designate the Mayor or the Mayor's designee to serve as the City's representative under this Agreement. The City's representative shall have authority to transmit instructions, receive information, and interpret the City's policies and decisions regarding the services to be performed under this Agreement.

B. The City shall furnish to the Consultant such information and documents within the City's possession or control as are reasonably necessary for the Consultant to perform the

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services required under this Agreement.

C. The City's representative shall administer this Agreement, including reviewing invoices for payment, coordinating with the Consultant regarding the services to be performed, reviewing deliverables submitted by the Consultant, and providing timely comments or approvals reasonably necessary for the Consultant to perform the services under this Agreement.

D. The City shall not provide legal representation or other services to the Consultant in connection with any claim asserted by or against the Consultant.

XII. TERMINATION

A. The City may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the Consultant. Upon termination for convenience, the City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as determined by the City, shall be considered a default under this Agreement and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not reasonably capable of being cured, the City may terminate this Agreement immediately upon written notice or upon such later date specified in the notice.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XII.A.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a written agreement executed by both parties. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the value of the services satisfactorily performed through the effective date of termination, including any approved reimbursable expenses incurred prior to the effective date of termination.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment shall be made in accordance with subsection A of this Section. Consultant shall have one hundred and eighty (180) days after the effective date of termination to submit any outstanding invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Consultant may terminate this Agreement upon thirty (30) days' written notice if the City fails to pay any properly submitted and undisputed invoice within ninety (90) days after the invoice has been approved by the City for payment.

G. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or in part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims asserted against the City arising out of the Consultant's performance under this Agreement; 4. Damages caused by the Consultant to the City or any third party; 5. The Consultant's failure or refusal to perform any other obligation under this Agreement.

XIII. DISPUTE RESOLUTION

A. In the event of any dispute or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through direct discussions. If the dispute cannot be resolved through direct discussions, the parties may, by mutual agreement, submit the dispute to non-binding mediation in Mobile, Alabama, with each party bearing one-half of the costs of 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 shall be brought exclusively in the state courts of Mobile County, Alabama, or where federal subject matter jurisdiction exists, in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Consultant shall continue to perform its obligations under this Agreement during the pendency of any claim or dispute, including during any mediation or judicial proceeding.

XIV. CONSULTANT WARRANTIES

The Consultant warrants that:

A. All services performed under this Agreement shall be performed:

1. by qualified personnel exercising the degree of professional skill, care, diligence, and judgment ordinarily exercised by members of the same profession under similar circumstances;
2. in accordance with the terms of this Agreement and the Scope of Services set forth in Exhibit A;
3. in compliance with all applicable federal, state, and local laws, regulations, and ordinances; and
4. in a timely, professional, and workmanlike manner.

B. If the City determines that the services do not materially conform to this warranty, the City shall provide the Consultant with written notice describing the nonconforming services. The Consultant shall, at no additional cost to the City, promptly re-perform or correct the nonconforming services within a reasonable time specified by the City after receipt of such notice.

XV. NOTICES

A. The City's authorized representative for purposes of administering this Agreement shall be the Mayor or the Mayor's designee. The Consultant's authorized representative shall be the individual identified below.

B. Any notice required or permitted under this Agreement, including any notice of default or termination, shall be in writing and shall be deemed given when delivered personally, sent

by United States Certified Mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight delivery service, addressed as follows:

CITY:	**CONSULTANT**:
City of Mobile	Minnikin Resources Incorporated
Attn: Mayor or Mayor's Designee	Attn: Paula Minnikin
P.O Box 1827	543 Tower Road
Mobile Alabama 36633	Halifax, Nova Scotia, Canada (NS) B3H 2X4

C. Either party may change its notice address or designated representative by providing written notice to the other party in accordance with this Section.

XVI. EFFECT OF DEFAULT

Upon the occurrence of a default by the Consultant, the City shall have all rights and remedies available under this Agreement, at law, and in equity, including but not limited to:

A. the right to require the Consultant to cure the default within the time provided in this Agreement;

B. the right to withhold payment for services not performed or not performed in accordance with this Agreement;

C. the right to cure the default and recover from the Consultant the reasonable costs incurred by the City in doing so, to the extent permitted by law;

D. the right to terminate this Agreement in accordance with Section XII; and

E. the right to recover all damages and pursue any other remedies available at law or in equity.

XVII. WITHHOLDING PAYMENT

In the event of a default or material breach of this Agreement by the Consultant, the City may withhold payment of any amounts not yet due or payable until the default or breach has been cured to the City's reasonable satisfaction. Nothing contained herein shall obligate the City to pay for services that have not been satisfactorily performed in accordance with this Agreement or for any invoice that is unsupported by the documentation required under this Agreement.

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XVIII. ANTI-BOYCOTT

Consultant represents and warrants that it is not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade, as prohibited by § 41-16-5, Code of Alabama 1975, as amended.

XIX. NON-DISCRIMINATION

Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to nondiscrimination, including, without limitation, City of Mobile Ordinance No. 14-034, as amended. Consultant shall not discriminate on the basis of race, creed, color, national origin, or disability in the performance of this Agreement, shall require any approved subcontractors to comply with the same requirements, and shall make every reasonable effort to ensure that fifteen percent (15%) of the work performed under this Agreement is awarded to socially and economically disadvantaged individuals and business entities, to the extent required by applicable law and the Ordinance.

XX. COMPLIANCE WITH IMMIGRATION LAW

By executing this Agreement, the parties certify that, for the duration of this Agreement, 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 **§ 31-13-9, Code of Alabama 1975, as amended**, if the Consultant employs one or more employees within the State of Alabama, the Consultant shall provide documentation establishing that it is enrolled in the **E-Verify** program. Any party found to be in violation of this provision shall be deemed in material breach of this Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

A. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, understandings, representations, and discussions, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and executed by both parties.

B. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

C. **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights or benefits in any third party.

D. **Time of Performance.** Time is of the essence with respect to each obligation of the Consultant under this Agreement.

E. **Cumulative Remedies.** The rights and remedies provided in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

F. **Joint and Several Liability.** If the Consultant consists of more than one legal entity, each such entity shall be jointly and severally liable for all obligations under this Agreement.

G. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

H. **Authority.** Each party represents and warrants that it has full authority to enter into and perform this Agreement and that the individual executing this Agreement on its behalf has been duly authorized to do so.

I. **No Waiver by Payment or Acceptance.** Neither the City's review, approval, acceptance of, nor payment for any services performed under this Agreement shall constitute a waiver of any right, claim, or remedy arising from the Consultant's performance or nonperformance under this Agreement.

J. **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

K. **Order of Precedence.** In the event of any conflict or inconsistency between this Agreement and any exhibit, attachment, or other document incorporated by reference, the provisions of this Agreement shall control.

L. **Preparation of Agreement.** This Agreement has been negotiated by the parties, each of whom has had the opportunity to consult with legal counsel. Accordingly, this Agreement shall not be construed more strictly against either party as the drafter.

M. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

N. 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 one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

O. Attorney's Fees. If the City is required to institute legal proceedings to enforce this Agreement, the Consultant shall reimburse the City for its reasonable attorney's fees and costs to the extent permitted by law.

P. Sovereign Immunity; No Waiver. Nothing contained in this Agreement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the City of Mobile, its officers, officials, employees, or agents under the Constitution or laws of the State of Alabama, including, without limitation, Article I, Section 14 of the Alabama Constitution of 2022, and §§ 11-47-190 and 11-93-2, Code of Alabama 1975, as amended. The City expressly reserves all such rights, immunities, defenses, and limitations.

Q. Assignment. The Consultant shall not assign, transfer, delegate, or otherwise convey any interest in this Agreement or any of its rights or obligations hereunder without the prior written consent of the City, which may be withheld in the City's sole discretion. Any attempted assignment without such consent shall be void.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONSULTANT

By: _____

Paula Minnikin, Principal

Printed Name and Title

Date:

July 14, 2026

Province of Nova Scotia }
County of Halifax }

I, the undersigned Notary Public, in and for said county and state, hereby certify that **PAULA MINNIKIN,** whose name as Principal of the **MINNIKIN RESOURCES, INCORPORATED**, a corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 14th day of July, **20**26

_____

Notary Public

Print: LISA GALLANT

My commission expires: _____

(Seal)

CITY OF MOBILE

By: _____

Spiro N. Cheriogotis, Mayor

Date: _____

ATTEST:

_____

City Clerk

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: CERTIFICATE OF INSURANCE AND ENDORSEMENTS

EXHIBIT C: E-VERIFY DOCUMENTS [IF APPLICABLE]

Statement of Work

Mobile Alabama

Mayor's office

Governance Review and Improvement

DATE LAST MODIFIED: May 7, 2026

VERSION NO: 1.7

DOCUMENT ID: COM26

PREPARED BY: Paula Minnikin

Minnikin Resources Inc. •543 Tower Road•Halifax•NS•B3H 2X4• paula@minnikin.ca

Overview

The City of Mobile has 25 Agencies, Boards and Commissions (ABCs) appointed by the Mayor and Council, as well as 10 entities with whom it has contractual management agreements.

These ABCs provide services to Mobile's citizens on behalf of the city. The Mayor and his team are keenly aware that these boards and commissions are very much in the public eye. The Mayor and his team are also aware that the experience and skill levels of directors vary widely across the boards.

These ABCs range from adjudicative boards, such as the Architectural Review Board, to Oversight boards, the Boards of several public-facing museums and parks and Fiduciary Boards such as Mobile Alabama Water and Sewer, Mobile Airport Authority, and the Mobile Housing Authority

These represent a significant investment of Mobile's discretionary funds. They play a significant role in ensuring the equitable and fair operation of the City, as well as in enabling and supporting the City's economic development objectives.

They will play a significant role in delivering the Strategy and Vision of Mayor Spiro Cheriogotis to Enable Economic, Educational, Environmental, and Entertainment Excellence for all of Mobile's citizens and visitors.

Minnikin Resources Inc. has previously met with 14 of these boards and has worked with several of them to improve their governance practices. This work has resulted in Board orientation and education materials for these boards. Several documents and best practices have also been developed above and beyond the scope of the original statement of work at no additional cost to the City of Mobile, including a spreadsheet for tracking the progress of each board, standard committee charters, consistent commitment letters and several common board policies and procedures.

Both the Mayor and Minnikin Resources agree that there is a benefit in continuing to develop and deliver this education and support materials. Both desire to continue working to continue the improvement journey. The desired end state is to have board members who contribute to their respective boards and also support a higher level of board education and performance across the community.

The Mayor is interested in articulating his vision and working with each ABC to create strategies for each to ensure that vision is shared, supported and brought to fruition.

Minnikin Resources Inc. will review and assess all current governance documentation provided by the Mayor's office and, as requested over the duration of the contract, provide advice and assistsance to each board. The work with the existing boards will continue as appropriate for

each, and the Mayor will also identify an additional 8 boards for consideration. As in the prior contract, more will be accommodated whenever and wherever possible

The Mayor and each selected entity will then work with Minnikin Resources Inc. to articulate and define governance and business objectives. A plan will be drafted to address gaps between the current and desired states.

Minnikin Resources Inc. will assist and coach as necessary to support the implementation of this plan, including attending meetings and providing advice as needed. It is agreed that some of these meetings will take place via Zoom.

Minnikin Resources Inc. will provide training sessions on the governance basics to ensure that all members of the Mobile Boards share a standard level of understanding.

Minnikin Resources will also continue to deliver practical materials to improve governance practices as required by each entity.

This work will take place between June, 2026 and June 2027.

The milestones for payment will be:

$18,750 on Acceptance of this Statement of Work

$18,750 September 1, 2026

$18,750 December 1, 2026

$18,750 March 1, 2026

Minnikin Resources Inc. Commercial terms are standard. All amounts are in $USD. The salient points are:

1) Paula's daily rate is $4000. Sr. Associates are $2000, and Jr. Associates are $1000 (full calendar day)
2) Travel days are $750
3) Off-site prep days are 50% of the daily rate.
4) Travel is billed at cost pass thru. (most cost-effective option) unless otherwise approved in advance by the client. If you prefer that we follow your travel policy, provide a copy.
5) Payment terms are "due on receipt."
6) Where travel involves more than one client, costs are prorated.

For this engagement, we propose a fixed price:

USD 75,000 in professional fees, plus not more than $15,000 in travel expenses. This contemplates 3 or 4 weeks on-site in Mobile on mutually agreed dates.

Minnikin Resources understands that it is essential that it model accountability and transparency for each of the ABCs and will present expense claims accordingly.

It is understood and agreed that Minnikin Resources Inc. accepts no liability or responsibility for any work product or advice resulting from this business relationship. The City Of Mobile releases and indemnifies Minnikin Resources Inc. from any and all claims now and in perpetuity.

This agreement is the entire agreement.

Minnikin Resources Inc.

BY:_____ Name: Paula Minnikin. Date: May 7, 2026

City of Mobile

BY:_____ Name: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS	2. INSURED'S FULL NAME AND MAILING ADDRESS
Minnikin Resources Inc. 543 Tower Road Halifax NS POSTAL CODE B3H 2X4	Minnikin Resources Inc. 573 Tower Road Halifax Nova Scotia POSTAL CODE B3H 2X4

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Professional liability insurance certificate

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☑ OCCURRENCE ☑ PRODUCTS AND / OR COMPLETED OPERATIONS ☐ EMPLOYER'S LIABILITY ☐ CROSS LIABILITY ☐ WAIVER OF SUBROGATION ☑ TENANTS LEGAL LIABILITY ☐ POLLUTION LIABILITY EXTENSION ☑ Professional Liability ☐	Chutter Underwriting Services - PPP6220700	2025/12/07	2026/12/07	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE	$1,000	$5,000,000
				- EACH OCCURRENCE		$2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		$2,000,000
				☐ PERSONAL INJURY LIABILITY OR ☑ PERSONAL AND ADVERTISING INJURY LIABILITY		$2,000,000
				MEDICAL PAYMENTS		$25,000
				TENANTS LEGAL LIABILITY	$1,000	$250,000
				POLLUTION LIABILITY EXTENSION		
				Annual Aggregate		$2,000,000
☐ NON-OWNED AUTOMOBILES ☐ HIRED AUTOMOBILES				NON-OWNED AUTOMOBILES HIRED AUTOMOBILES		
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) ☐ ☐						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)
Fairway Insurance Services Inc Box 99 Annapolis Royal NS POSTAL CODE B0S 1A0 **BROKER CLIENT ID:** MINNRES-01	POSTAL CODE

8. CERTIFICATE AUTHORIZATION

ISSUER Fairway Insurance Services Inc	CONTACT NUMBER(S) TYPE Main NO. (902) 245-4741 TYPE Fax NO. 9025327553 TYPE NO. TYPE NO.
AUTHORIZED REPRESENTATIVE Ashton Wright	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE July 14, 2026 EMAIL ADDRESS a.wright@fairway.ca

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize contract with USS Alabama Battleship Commission d/b/a USS Alabama Battlership Memorial Park for the replacement of the teak deck on battleship USS Alabama; $125,000.00 (sponsored by Mayor Cheriogotis) (submitted by Donna Bryars, Finance)

Amount of Contract:
$125,000.00

Funding Source
General Fund

ATTACHMENTS:
1. RESOLUTION - USS ALABAMA
2. FY26 USS ALABAMA - PARTIALLY EXECUTED

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

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 and City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Performance Contract with the USS Alabama Battleship Commission d/b/a USS Alabama Battleship Memorial Park, in the amount of $125,000.00 for the replacement of the 80-year-old teak deck on battleship USS Alabama as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **USS Alabama Battleship Commission d/b/a USS Alabama Battleship Memorial Park,** a not-for-profit Commission created by the Alabama Legislature, an agency of the State of Alabama, organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, USS Alabama Battleship Memorial Park was opened to the public in 1965 with the dual mission of memorializing all Alabama Veterans of all branches of military services and preserving history for future generations. Currently, the park consists of 174 acres and includes the Battleship USS Alabama (BB-60), Submarine USS Drum (SS-228), 24 historic warplanes, and a 36,000 square foot aircraft pavilion and museum. The park has proven to be an incredibly profitable venture for the local and state economies, especially given the modest initial investment raised entirely through donations. The local economic impact since opening in 1965 is $434,497,818 and a statewide economic impact of $3,958,677,058. It is the goal and purpose of the USS Alabama Battleship Commission to continue to memorialize all veterans and preserve history for future generations.

WHEREAS, the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the Contractor, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 ($125,000.00),** payable for the period from the execution of this Agreement to **September 30, 2026.** Said funds will be disbursed in quarterly payments in the amount of **THIRTY-ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND 00/100 ($31,250.00),** which shall result from a written request to be delivered to the City's Finance Department. **Additionally, Contractor agrees to submit quarterly activity reports and financial statements. Payments under this agreement are dependent upon receipt of these.**

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used to benefit City of Mobile and its community for the following purposes:

The activities and services to be provided through this contract are the replacement of the 80-year-old teak deck on battleship USS Alabama (BB-60). USS Alabama (BB-60) is a National Historic Landmark. Therefore, careful consideration in the process of replacing the original teak deck is of the utmost importance to the USS Alabama Battleship Commission. This project has been approved by the Alabama Historic Commission. A team from Volkert, Inc., Youngblood Barret, and Teak Decking Systems has been hired to undertake this historic project. The mission to preserve this historic and patriotic treasure was a necessity. When the decking is complete, the compartments below deck will be insulated and provide protection for historic irreplaceable artifacts and exhibits below deck. The National Historic Landmark continues to be the mainstay of the tourism industry in Alabama as it tells the story of those who served on Battleship USS Alabama (BB-60), and honors those who made the ultimate sacrifice.

Upon the completion of its services performed under this Agreement, the Contractor shall provide to City's Finance Department a complete activity report and financial report. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the 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 the 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 manner in which services by the Contractor are performed, but on the contrary, the Contractor shall be wholly responsible therefore.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise

be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

The Parties acknowledge the jurisdiction of the Alabama Board of Adjustments as the Arbiter of any dispute arising under this Agreement and specifically, any claim made by the City against the USS Alabama Battleship Commission. The Parties agree that any dispute will be first submitted to mediation. In the event mediation is unsuccessful, the Parties agree that any dispute will be first submitted to mediation. In the event mediation is unsuccessful, the Parties agree that any remaining dispute shall be submitted to the Alabama Board of Adjustment for determination pursuant to the law of State of Alabama.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund.** If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void, and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the 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 contract, as proof thereof, 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) Propelty damage liability - $100,000 each occurrence

   Or, (in Iieu of (I) 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(I) and (2) above)

(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

(I) Workers' Compensation insurance in the amounts required by all applicable laws, rules, regulations of the State of Alabama.

Said insurance coverage shall be Primary and Non-contributory; waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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 will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with 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 IO days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and any other expenses, through trial and if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City of Mobile Finance Department**
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor: **USS Alabama Battleship Commission d/b/a USS Alabama Battleship Memorial Park**
P.O. Box 65
Mobile AL 36601
ATTN: CDR Mark K. Fields, USN (Ret.)

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.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any action which may be determined to be outside the jurisdiction of the Alabama Board of Adjustment arising out of this Agreement shall be the State and Federal Courts sitting in Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Ala. Code § 31-13-1, et seq.), including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages

resulting therefrom.

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

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, and require that all subcontractors engaged do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

I declare under penalty of perjury that all facts, figures, reports, budgets, requests and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplement said information.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

[Signature page to follow]

USS ALABAMA BATTLESHIP COMMISSION
d/b/a USS ALABAMA BATTLESHIP
MEMORIAL PARK

BY: Mark K. Fields

CDR Mark K. Fields, USN (Ret.),
Executive Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that CDR Mark K. Fields, USN (Ret.) whose name as Executive Director of the **USS ALABAMA BATTLESHIP COMMISSION, d/b/a USS ALABAMA MEMORIAL PARK,** an agency of the State of Alabama, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, he, as such officer and with full authority executed the same voluntarily for and as the act of said Commission on the day the same bears date.

Given under my hand this the 24th day of June ,2026.

(SEAL)

Lynne B. Price
Notary Public
State of Alabama At-Large
My Commission Expires: 5-26-27

CITY OF MOBILE, A Municipal Corporation

BY.....
Spiro N. Cheriogotis, Mayor

ATTEST:

BY: _____
Its City Clerk

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2026

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: LaTease Roberts	
Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: latease@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED USS Alabama Battleship Commission & USS Alabama Battleship Memorial Park Post Office Box 65 Mobile, AL 36601	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	EPP 0370610	1/1/2026	1/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	EBA 0370610	1/1/2026	1/1/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			EPP 0370610	1/1/2026	1/1/2027	Leased/Rented	40,000
A	Crime			EPP 0370610	1/1/2026	1/1/2027		50,000

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

In regards to the City of Mobile:

General Liability:
Additional Insured provisions apply with respect to General Liability, subject to form GA 210 09 17, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 210 09 17, if required by written contract.
Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 210 09 17, if required by written contract.

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

Coley M. Boone

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AGENCY CUSTOMER ID: USSALAB-01 JHENDREN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Thames Batre' Insurance	USS Alabama Battleship Commission & USS Alabama Battleship Memorial Park Post Office Box 65 Mobile, AL 36601
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Automobile:
Additional Insured provisions apply with respect to Automobile Liability, if required by written contract.
Waiver of Subrogation provisions apply with respect to Automobile Liability, if required by written contract.
Primary & Non-Contributory provisions apply with respect to Automobile Liability, if required by written contract.

30 Day Notice of Cancellation provision applies, if required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:

a. The Each Occurrence Limit shown in the Declarations; or

b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500

b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

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C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

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(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or

(4) Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage**, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the con-

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duct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage**, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B. Limits Of Insurance**, **1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

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such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

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(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

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d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

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2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

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2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B. Limits Of Insurance**, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

a. Paragraph **2.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance**, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **4.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance**, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Insurance under this provision is afforded only until the 180th day after

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you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only 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). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

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vendor's business, subject to the following additional exclusions:

(i) 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:

a) The exceptions contained in Paragraphs **(c) (i) 4)** or **6)** of this endorsement**;** or

b) 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.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part

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or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) 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 with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, 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:

(i) 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

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

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in Paragraph **8.a.(1)** of this endorsement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to **Exclusion 2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section **B. Limits Of Insurance**, **9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections and Surveys

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

   b. Comply with laws, regulations, codes or standards.

3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Lance Slater, Chief Resilience Officer
Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
3 yr contract renewable for 3 addl 1 yr periods with Longview International Technology Solutions, Inc,
to provide post-disaster support services for City facilities and employees.

Amount of Contract:
As needed @unit pricing NTE $500K/year

Funding Source
General fund reimbursible with federal disaster funding.

ATTACHMENTS:
1. AGENDA ITEM SUMMARY SHEET
2. R E S O L U T I O N
3. Longview International Technology Solutions (LTS)
4. EXHIBIT A SCOPE OF SERVICES
5. EXHIBIT B FEE SCHEDULE CONSULTANT RESPONSE TO RFP
6. EXHIBIT C CITY REQUIRED INSURANCE
7. EXHIBIT E E-VERIFY
8. LTS MOBILE AL COI
9. MOU 1534270 E-Verify Longview International Technology Solutions, Inc

REVIEWERS:
Lana Pafenbach
Lana Pafenbach

AGENDA ITEM SUMMARY SHEET

Agenda of: July 21, 2026 (Date) Item No. _____

Submitted by: Resilience (Department) Lance (Department Head)

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

Reviewed by: Curtis Graves (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Longview International Technology Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
3 yr contract renewable for 3 addl 1 yr periods with Longview International Technology Solutions, Inc, to provide post-disaster support services for City facilities and employees.
General fund reimbursible with federal disaster funding.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed @unit pricing NTE $500K/year

FUNDING SOURCE:

Budget Item: TBD Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: r

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: Upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: City solicited competitive proposals. Exempt from bid Ala Code 41-16-51(a)(3), (13), (15)

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

How many bidders submitted bids (if applicable): 6 proposals

If this is not the lowest bid, explain why not:
Selected according to best experience and plans to provide services at best value to City.

R E S O L U T I O N

Sponsored by: Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Longview International Technology Solutions, Inc., in the amount not to exceed $500,000.00, for three years, and renewable without further action required by City Council for three additional one-year periods, as appropriated funds are available, for post-disaster support services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

BETWEEN the Owner:	**CITY OF MOBILE** **205 Government Street** **P O Box 1827** **Mobile, Alabama 36633**
And the Consultant:	**LONGVIEW INTERATIONAL TECHNOLOGY SOLUTIONS (LTS), INC.** **12930 Worldgate Drive #300** **Herndon, Virginia 20170**

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND CONSULTANT

THIS AGREEMENT is made and entered into as of the date on which the last party executes this agreement (the "Effective Date"), by and between the City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" acting by and through its Mayor and City Council, and Longview International Technology Solutions (LTS), Inc, hereinafter referred to as "Consultant," with its principal office at, 12390 Worldgate Drive #300, Herndon, VA 20170.

WHEREAS, the City has in the past suffered the full force and effects of major storms and resulting destruction brought upon the City by such storms or man-made disasters; and,

WHEREAS, the immediate recovery of the City and its Citizens is a major concern and a primary priority post-disaster; and,

WHEREAS, the availability of experienced post disaster relief recovery contractors may be severely limited under post-recovery circumstances; and

WHEREAS, the City has previously determined that is has a need for Disaster Support Services; and,

WHEREAS, the City issued RFP No. 5965 on September 19, 2025; and,

WHEREAS, the City evaluated the proposals received and found the Consultant qualified to perform the necessary services; and

WHEREAS, the City desires to engage this Consultant, due to the Consultant's high degree of professional skill, competence, and personality, especially suited to provide said services and manpower to perform disaster support services upon the following terms and conditions.

WHEREAS, the Consultant has reviewed the services required pursuant to the Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Consultant and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, agree as follows:

I. CONSULTANT'S SERVICE

A. The Consultant agrees to diligently provide all materials, services, and labor for the performance of DISASTER SUPPORT SERVICES (the "Project"), in accordance with the Scope of Services City of Mobile Request for Proposals (RFP) No. 5965 Disaster Support Services, made part of this Contract as **Exhibit A**, attached hereto and incorporated herein.

B. The Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.

II. TERM

A. This Contract shall commence immediately upon execution by both the City and the Consultant and shall continue for three (3) years on an "as needed" basis, with the option upon agreement by both parties to extend for three additional one-year periods, under the original terms and conditions, except that performance rates may be adjusted after the initial three-year period, upon mutual agreement of the City and Consultant, to reflect the change in the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics.

B. Services performed pursuant to this Contract shall commence upon a Notice to Proceed.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. The location, frequency, and lump sum cost or unit price of the Services are as set out in Fee Schedule/Consultant's Responsive Proposal to City of Mobile Request for Proposals (RFP) No.5965, as **Exhibit B** attached hereto and incorporated herein.

B. Notwithstanding the preceding, Consultant shall perform no work under this Contract until receipt of a notice to proceed. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

C. In no event shall the total annual compensation due to the Authority under this Agreement exceed **Five Hundred Thousand and No/100 Dollars ($500,000.00)** without a formal amendment executed by both parties.

D. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Consultant. The City shall promptly notify the Consultant if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Consultant through payment issued by the City upon receipt of the Consultant's invoice and written approval of same by authorized Department Head indicating that services have been rendered in conformity with this Contract.

B. The Consultant shall submit invoices for payment to the City for those specific services provided pursuant to **Exhibit B**, attached hereto and incorporated herein.

C. The Consultant's invoices shall be in a form satisfactory to the authorized Department Head who shall initiate a disbursement request to the accounting department. The Consultant is responsible for providing all necessary documentation as required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City's authorized agent.

B. If the authorized Department Head requires the Consultant to perform additional services related to this Contract**,** then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Consultant. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

VI. LIABILTY OF CONSULTANT

A. To the fullest extent permitted by law, Consultant covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Consultant (herein defined to include but not be limited to Consultant's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Consultant as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Consultant, or (3) arise out of or are related to any other act or omission relating to the Consultant, the Contract, the work under the Contract or otherwise undertaken by the Consultant as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and

indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The Consultant agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONSULTANTS INSURANCE

A. Consultant shall procure and maintain insurance as specified in **Exhibit C**, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. Evidence Consultants' insurance is attached hereto as **Exhibit C**.

VIII. RESPONSIBILITIES OF THE CONSULTANT

A. The personnel assigned by the Consultant to perform the services of this Contract shall comply with the terms set forth in this Contract. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

B. The Consultant agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

E. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

F. The Consultant is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Consultant is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services

performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. LIQUIDATED DAMAGES

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 Consultant shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Consultant to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Consultant's delay will be deducted and retained out of the monies payable to the Consultant. If not so deducted, the Consultant and sureties for the Consultant shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be $ 150.00 per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

X. FORCE MAJEURE

A. The Consultant specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. OBLIGATIONS TO THE CITY

A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive

information, and interpret and define City's policies and decisions regarding the scope of services.

B. City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Consultant payment requests for approval or rejection. 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The City shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Consultant to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Consultant and the Consultant shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

E. In the event that the Consultant has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above. Consultant shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

F. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

G. After consultation with and written Notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Consultant; 5. The Consultant's failure or refusal to perform any other obligation under this Contract.

XIII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. Consultant agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XIV. CONSULTANT WARRANTY

A. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance

specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Consultant as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Consultant agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XV. SUSPENSION/STOP WORK ORDER

A. The City's Department Head may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the followings: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

B. In the event the City of Mobile determines not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The noticed period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Contract.

XVI. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Lance Slater, Director of Resilience

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 Lance Slater, Director of Resilience
As: City's Authorized Agent
P.O. Box 1827
Mobile, AL 36633

CONSULTANT:
Longview International Technology Solutions (LTS), Inc
c/o Alexander Simmons White
As: Consultant's Authorized Agent 12390 Worldgate Drive #300
Herndon, VA 20170

C. Any change in the City's Department Head or the Consultant's Authorized Agent will be promptly communicated by the party making the change.

XVII. DEFAULT/BREACH

A. Default. Default, for the 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 this 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) failures to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements, 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 timeframe, 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 the debarment or loss of required license.

XVIII. EFFECT OF DEFAULT

A. Upon the occurrence of default, the City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Consultant for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Consultant and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the Project or part thereof, in either case

by giving Consultant written notice of such termination. In the event of termination of this Agreement by the City because of the Consultant's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Consultant and may finish the Project by whatever method or means the City may select subject to its obligation to reasonably mitigate.

XIX. WITHHOLDING PAYMENT DUE

A. Default by the Consultant shall excuse any obligation of the City to pay compensation or sums otherwise due to the Consultant under the agreement. City may withhold any and all sums due if there has been default or breach by Consultant of any provision of this agreement.

XX. CURE PLAN

A. If Consultant fails to comply with any material provision of this agreement, the City may issue a written notice requiring Consultant to submit a corrective action plan (CAP) within such time as City directs. If Consultant fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXI. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

A. Failure by the Consultant to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Consultant's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters or acceptable evaluation.

XXII. PEER REVIEW/VALUE ENGINEERING

A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Consultant shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Consultant shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

A. Consultant agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCIRMINATION

A. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Consultant employes one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Contract.

E. The rights and remedies of the City provided under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemental 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 provisions 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 difference breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the Consultant agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONSULTANT
Longview Technology Solutions (LTS), Inc.
By: Alexander Simmons White
Signature: Alexander Simmons White

As its: Director, Disaster Response
Date: 06/05/2026

State of Nevada)
County of Clark)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [Alexander Simmons White], whose name as Director Disaster Response [title] of Longview International Technology Solutions (LTS), 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, as such officer and with fully authority, execute the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 5th day of June, 2026

Dera Reynolds
Notary Public
Print Dera Lakiena Reynolds
My commission expires 03/02/2028

Dera Lakiena Reynolds
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 24-8187-01
Expires March 2, 2028

CITY OF MOBILE
By:

Spiro N. Cheriogotis,
Mayor
Date:

ATTEST:

City Clerk

Notarized remotely using audio-video communication technology via Proof.

EXHIBIT A: SCOPE OF SERVICES/CITY OF MOBILE RFP NO. 5965

EXHIBIT B: FEE SCHEDULE/CONSULTANT'S RESPOSIVE PROPOSAL

EXHIBIT C: CITY REQUIRED INSURANCE

EXHIBIT D: CONSULTANT INSURANCE

EXHIBIT E. E-VERIFY DOCUMENTS

EXHIBIT A: SCOPE OF SERVICES

City of Mobile
Request for Proposals
RFP Number: 5965

DISASTER SUPPORT SERVICES

I. SUMMARY

The City ("City") of Mobile is seeking sealed proposals from experienced firms to provide post-event disaster support services for meals, lodging, generators, and emergency roofing repairs for City of Mobile first responders, employees, and public facilities.

Proposals Due: **4:00 p.m, Wednesday, October 8, 2025**.

Mailing address
City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Delivery:
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Phone: (251)-208-7434

Submit Questions NLT 4:00 pm September 24, 2025 to:
Purchasing@CityofMobile.org

II. BACKGROUND / PURPOSE

The City of Mobile is seeking to improve its disaster resilience through the selection of contractors that can fill City capacity gaps with expertise and resources. The RFP identifies four key services that would support the City's operational continuity and are beyond the City's capacity to self-provide. The City has combined these services into a single RFP, but may break out the award of any of the four services to especially well-suited contractors., or may combine any or all of the awards to any single multidisciplinary contractor. The City intends that selection prior to a triggering event will allow for more effective pre-planning, improve the timeliness and quality of services delivered, and improve that potential for outside funding or reimbursement for provided services. The selected firm will be managed primarily by the City's Executive Director of Public Safety, with broad access to all City programs and departments.

III. CONTRACT TERM

The City expects to enter a three-year contract with the selected Contractor(s), with the option to renew for an additional three-year period.

IV. PERFORMANCE SPECIFICATIONS

A. For all services, the City expects that Contractor will be responsive with required services to either a ramping-up warn/alert/mobilize/task scenario or a no-notice immediate deployment (within 24 hours) scenario with adequate resources to perform the expected services.. Additionally, the selected Contractor(s) must engage in regular planning events or efforts with the City at no additional billable cost.

B. Emergency Meals. Contractor will prepare, package, and deliver high-quality, nutritious meals to designated locations to support the needs of essential personnel during emergency operations
   1. Meal Provision
      a. Meal Preparation: Nutritious, hot and/or cold meals including breakfast, lunch, dinner, and snacks as required.
      b. Menu Flexibility: Ability to accommodate special dietary needs (vegetarian, gluten-free, halal, kosher, allergy-sensitive, etc.).
      c. Packaging: Meals shall be individually packaged, labeled, and sealed in accordance with health and safety regulations.
      d. Delivery Logistics: Timely delivery to multiple sites within the City of Mobile as designated by the City of Mobile.
      e. Service Availability: Capability to operate 24/7 during emergency activation periods.
      f. Standby Readiness: Ability to mobilize on short notice within 12 hours of notification.
      g. Onsite Support :If requested, ability to provide onsite food service staff for distribution or meal setup.
   2. Quality Assurance.
      a. Ensure meals are fresh, not expired, and delivered at proper temperatures.
      b. Maintain quality control procedures to monitor food safety and service consistency.
      c. Provide a point of contact for coordination and resolution of service issues..
   3. Reporting and Invoicing.
      a. Track and report the number and type of meals delivered daily.
      b. Submit detailed invoices within 30 days of service, referencing activation dates, delivery sites, and quantities.

C. Emergency Lodging. Contractor will provide temporary lodging services for essential personnel responding to natural or man-made disasters, ensuring immediate availability of lodging services in the event of a disaster.

Providing flexible and scalable accommodations to meet varying levels of disaster severity.

1. Lodging Facility Procurement and Management
    a. Identify and secure hotel/motel rooms or other appropriate lodging within specified geographical areas.
    b. Maintain a real-time inventory of available units.
    c. Ensure 24/7 availability of lodging options during disaster events.
    d. Provide accessible lodging in compliance with the Americans with Disabilities Act (ADA).
2. Logistics and Coordination.
    a. Coordinate check-in/check-out processes for essential personnel.
    b. Manage room assignments and monitor occupancy.
    c. Collaborate with emergency management agencies and local author
3. Support Services
    a. Provide basic amenities (e.g., linens, toiletries, internet access, meals if available).
    b. Ensure security and privacy of all guests.
4. Reporting and Data Management
    a. Maintain accurate records of lodging usage, costs, and client information.
    b. Submit daily/weekly occupancy and expenditure reports to the contracting agency.
    c. Ensure compliance with all data protection and confidentiality regulations
5. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.

D. <u>Emergency Generators</u>

1. Emergency Generator Deployment
    a. Provide rental or contractor-owned generators ranging from 25 kW to 1,000 kW or larger.
    b. Deliver and install generators at designated public facilities within 24 hours of notice.
    c. Provide all necessary cables, transfer switches, and connection accessories.
    d. Ensure all equipment is compliant with local codes, environmental standards, and FEMA eligibility requirements..
2. Generator Maintenance and Monitoring
    a. Perform startup testing, operational checks, and troubleshooting upon installation.
    b. Conduct regular maintenance and service (oil changes, inspections, etc.) during generator deployment.

c. Provide 24/7 remote or on-site monitoring services, as required.
d. Maintain detailed maintenance logs per FEMA documentation standards.

3. Fueling Services
   a. Provide initial and ongoing fueling (diesel or natural gas, as applicable).
   b. Track and document all fuel usage and deliveries to support FEMA reimbursement.
   c. Ensure compliance with environmental protection and spill prevention regulations.
4. Demobilization.
   a. Perform safe disconnection and removal of generators once emergency services are no longer required.
   b. Restore all sites to pre-installation condition, including removal of cables, fuel, and hardware.
5. Technical Support and Troubleshooting.
   a. Provide trained personnel to respond to mechanical failures or service interruptions within 4 hours.
   b. Maintain an emergency hotline for technical support.

E. Emergency Roofing. The contractor shall furnish all labor, materials, equipment, transportation, supervision, and incidentals required to perform roofing services in response to disaster events. Services shall include, but are not limited to:

1. Emergency Temporary Roofing
   a. Installation of temporary protective coverings (e.g., tarps, shrink wrap, synthetic underlayment).
   b. Leak mitigation to prevent further water intrusion.
   c. Reinforcement of weakened structures, as necessary for safety.
2. Damage Assessment
   a. Conduct visual and structural assessments of roofing systems following a disaster.
   b. Provide written reports, including photographs and repair/replacement recommendations.
   c. Coordinate with insurance adjusters, engineers, and municipal officials.
3. Permanent Roof Repair and Replacement
   a. Remove and dispose of damaged roofing materials.
   b. Repair or replace roofing systems in accordance with local codes, standards, and manufacturer specifications.
   c. Ensure compatibility with existing roof structures (flat, low slope, pitched, etc.).
   d. Apply weatherproofing, flashing, and insulation as required.

4. Roofing Types and Materials. Contractors must be capable of working with multiple roofing systems, including but not limited to:
    a. Asphalt shingles
    b. Metal roofing
    c. Modified bitumen and built-up roofing (BUR)
    d. Single-ply membranes (EPDM, TPO, PVC)
    e. Clay or concrete tiles
5. Safety and Compliance
    a. Follow OSHA, EPA, and local safety regulations at all times.
    b. Implement site safety plans and traffic/pedestrian control where applicable.
    c. Ensure fall protection and debris containment.
6. Project Documentation and Reporting
    a. Maintain detailed records of labor, materials, site conditions, and project progress.
    b. Submit daily progress reports and final inspection reports.
    c. Assist with documentation required for FEMA, state, or local reimbursement programs.

V. PRICING

The City expects that City cost for services will be based on contract hourly or project-based unit rates. Contractor unit rates will be based on those submitted as part of this RFP. Contractor billing will be based on City task order and specific Contractor work plans submitted and approved in advance by the City. Contractor work plans will include timelines, deliverables, cost estimates, and invoice intervals. City task orders will task Contractor performance requirements for specific responses or grant opportunities

VI. OTHER PROVISIONS

A. Contract: Contractor will be expected to sign a contract with the City of Mobile similar in its terms to the one provided as **Exhibit A** in this RFP.

B. Insurance: Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of said insurance. The City's insurance coverage and coverage documentation requirements can be sound in the Sample Agreement in **Exhibit A of this RFP**. Evidence of such coverage in an ACORD form suitably endorsed will be required to be presented to the City prior to City contract award and signature:

C. E-Verify: Contractor may not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. All Contractors will be required to provide verification of Enrollment in the E-Verify program.

D. Licenses: Contractor will be required to be an Alabama business, or have a Certificate of Authority to do Business in the State of Alabama from the Secretary of State, prior to contract award. Contractor will be required to hold and maintain a City of Mobile business license.

E. Non-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all Contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractors are asked in their proposals to demonstrate subcontractor partnerships with disadvantaged business enterprises by completion of **Exhibit B**. and submitting with the proposal.

F. Federal Funding Clauses. As this contract is expected to be funded by federal and state grants, the following federal grant clauses of general applicability, as required by 2 CFR Part 200, and specific terms applicable to relevant federal programs, are incorporated herein and will be applicable to the work performed by Contractor. Specifically, the following provisions will apply:

   a. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

   b. To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

c. Equal Employment Opportunity. In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. ***This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.***

d. Davis-Bacon & Copeland Anti-Kickbacks Acts—Not Applicable

e. Contract Work Hours & Safety Standards Act

i. Overtime requirements. No Contractor or subcontractors contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph above of this section the Contractor and any subcontractors responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractors shall be liable to the U.S. for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the paragraph above of this section, in the sum of ten dollars ($10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in the paragraph above of this section.

iii. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or subcontractors under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in the paragraph above of this section.

iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in the paragraphs above of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractors or lower tier subcontractors with the clauses set forth in the paragraphs above of this section.

f. Right to Inventions Made Under a Contract or Agreement—Not Applicable.

g. Clean Air. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000.00) financed in whole or in part with Federal assistance.***

h. Clean Water. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. ***The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($150,000.00) financed in whole or in part with Federal assistance.***

i. Energy Conservation. The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.* ***This requirement extends to all third party***

Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

j. Government-Wide Debarment & Suspension. This Contract is a covered transaction for purposes of 2 CFR Part 1200.220, and 2 CFR Part 180.200, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29. As such, the Contractor is required to verify that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). The Contractor, pursuant to 2 CFR 180.330(a) – (b), must also include a term or condition in lower-tier transactions requiring lower-tier participants to comply with requirement in subpart C in 2 CFR 180, and require lower-tier participants to pass the requirement to comply with 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lower tier. Subpart C of 2 CFR 180 requirements (Contractor and lower tier participants must comply):

   i. Verification. The Contractor and all lower-tier participants must verify that the person with whom the Contractor or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR 180.940, or disqualified, pursuant to the definition in 2 CFR 180.935. The Contractor and all lower-tier participants may do this by either: (a) checking the Excluded Parties List System (EPLS), found at http://epls.arnet.gov or http://www.epls.gov, (b) collecting the certification form from the lower-tier participant, or (c) adding a clause or condition to the covered transaction with that lower-tier participant.

   ii. Disclosing Information. The Contractor and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

k. Lobbying. The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. ***The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.***

l. Recovered Materials. The Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. 6962, including but not limited to the regulatory provisions of 40 CFR Part 247 and Executive Order 12873, as they apply to the procurement of the items designated in Part B of 40 CFR Part 247. ***This requirement extends to all third party Contractors and their contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.***

m. Conflict of Interest. No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employee any of the above, has a financial or other interest in the firm selected for the award.

n. Disadvantaged Business Enterprises (DBE). See section VI. E. above.

o. Access to Records and Reports and Record Retention. The record keeping and access requirements extend to all third party Contractors and their contracts at every tier. Under 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336, FEMA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FEMA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

    i. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily

accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

ii. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

iii. Access to Records.

1. The Contractor agrees to provide sufficient access to FEMA and its Contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
2. The Contractor agrees to permit, and require its subcontractor to permit, the U.S. Secretary of Transportation, and the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, invoices, and other data, and to audit the books, records, and accounts of the Contractor and its subcontractors pertaining to the Project, as required by 49 U.S.C. § 5325(g) and 2 C.F.R. § 200.336.
3. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FEMA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S. D. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5303, 5307, 5309, 5339, 5310, 5311, 5316, or 5317.
4. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iv. Access to the Sites of Performance. The Contractor agrees to permit FEMA and its Contractors access to the sites of performance under this contract as reasonably may be required.

p. Termination or Cancellation of Contract. For all contracts in excess of $10,000, the Termination clause in section THREE (3) extends to all third party Contractors, and their contracts at every tier and subrecipients and their subcontracts at every tier, as referenced in 2 C.F.R. 200.339 and 2 C.F.R. Part 200, Appendix II (B).

q. Breach of Contract Rights and Remedies. All contracts in excess of $150,000 shall contain administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate as provided in 2 C.F.R. § 200.326 and 2 C.F.R. part 200, Appendix II (A). The Violations and Breach of Contracts clause flow down to all third-party Contractors and their contracts at every tier. For purposes of this Contract, breach shall include the Contractor and any subsequent named subcontractor.

i. Rights and Remedies of the City - The CITY shall have the following rights in the event that the CITY deems the Contractor guilty of a breach of any term under the Contract.
   1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other Contractors;
   2. The right to cancel this Contract as to any or all of the work yet to be performed;
   3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
   4. The right to money damages.

ii. Rights and Remedies of the Contractor - Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the Owner shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Owner directs Contractor to do so) or to suspend or abandon performance.

iii. Remedies - Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the

rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the Owner will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

iv. If there is credible evidence that a Third-Party Participant (Contractor) has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq*., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funding, notification of the Federal awarding agency is required.

r. Copyrights and Rights in Data

i. City shall have unlimited rights to: data first produced in the performance of this project; form, fit, and function data delivered under this project;; data delivered under this project (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this project; and all other data delivered under this project unless provided otherwise for limited rights data or restricted computer software.

ii. Contractor shall have the right to data developed at private expense and embody a trade secret or are commercial or financial and confidential or privileged.

iii. City and Contractor may agree to other rights and usage privileges in data or products created or developed in performance of this project.

s. Cost Principles. Any adjustment to the Contractor's compensation, including requested reimbursable expenses, shall include only costs and other compensation that are allowable, allocable, and reasonable as provided elsewhere herein, or otherwise by law, and that are allowable, allocable, and reasonable under 2 CFR 200 Subpart E—Cost Principles and any implementing guidelines or regulations issued by the Office of Management and Budget (OMB). Contractor further agrees to provide adequate documentation to support costs (direct and indirect) charged to the Federal award. ***This requirement extends to all third-party Contractors and their***

contracts; this clause shall be included in all subcontracts of any tier executed in furtherance of this contract.

VII. EVALUATION / SCORING OF PROPOSALS

The City will evaluate proposals based on their alignment with the City goals of experience, expertise, performance history, and value to the City. The City values local knowledge and familiarity with City risks key partners The City may elect to conduct interviews of all, some, or none of the proposers, conduct reference checks and follow up questions or clarifications, and waive any irregularities appropriate to the effective and efficient selection and award. Any protests regarding City selection and award must be made in writing to the City Attorney not later than five business days of City Clerk publishing of the City intent to award by advertisement of the proposed contract award by on the City Council agenda. The following scoring areas will be used by the City for selection:

Qualifications and experience of the proposed firm	20 pts
Qualifications of proposed team members	20 pts
Performance history/References	20 pts
Technical approach to the work/Plan to perform	30 pts
Proposed rates and cost items	10 pts
Total	100 pts

VIII. PROPOSAL SUBMISSIONS

A. Please use the Proposal Submission Form at the end of this RFP document **(Exhibit C)** and include with your proposal. Please arrange your proposal information consistent with template information organization. It will ensure the City has everything it needs to score your proposal fairly. Submit one original printed copy and one digital copy on flash memory drive or compact disc.

B. Submit questions regarding this RFP in writing by email **NLT September 24, 2025**, to Purchasing@CityofMobile.org. Submit proposals to be received by the City of Mobile Procurement Department by **4:00 p.m**. **Wednesday, October 8, 2025**, in a sealed package or envelope marked:

City of Mobile Request for Proposals
Mobile Alabama Disaster Support Services
Due 4:00 pm October 8, 2025

C. Packages may be mailed to
City of Mobile Procurement Department,
P.O. Box 1827,
Mobile AL 36633.

Packages may be delivered to
City of Mobile Procurement Dept,
4th Floor, South Tower,
205 Government Street
Mobile, AL 36644

SAMPLE CONTRACT TEMPLATE

NON-CONSTRUCTION
PROFESSIONAL SERVICES CONTRACT
City of Mobile

STANDARD SERVICES AGREEMENT
BETWEEN CITY OF MOBILE AND 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 Contractor:	**NAME dba BUSINESS NAME** **Street Address** **City, State Zip Code** **City Business License No.:**
For the following Project:	**NAME OF PROJECT** **STREET ADDRESS** **CITY, STATE ZIP CODE** **PROJECT NUMBER: ME-000-00**

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STANDARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and [Contractor Legal Name], hereinafter referred to as “Contractor."

This Agreement, including its Exhibits [List Insurance Requirements, Project Schedule and all exhibits], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

[if applicable] WHEREAS, the City issued [Insert RFQ, RFP or bid package identification] on [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR’S SERVICE

1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of [Contract_Title](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.

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.

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 in amounts as necessary to provide the services required and tasked in accordance with Fee Schedule found in Exhibit A attached hereto and incorporated.

SAMPLE

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 indicating that services have been rendered in conformity with this Contract.

4.2 The Contractor shall submit invoices for payment to the City for those specific services provided pursuant to Exhibit A.

4.3 The Contractor's invoices shall be in a form satisfactory to the City who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

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 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,

SAMPLE

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 B, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance,

SAMPLE

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 LIQUIDATED DAMAGES – Do not apply

11.0 FORCE MAJEURE

11.1 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.

12.0 OBLIGATIONS OF THE CITY

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12.1 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.

12.2 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.

12.3 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.

12.4 The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

13.1 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.

13.2 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.

13.3 In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

13.4 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.

13.5 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

SAMPLE

eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 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.

13.7 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.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 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.

14.6 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.

15.0 CONTRACTOR WARRANTY

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15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 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.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 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.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The City shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

16.2 In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

SAMPLE

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Executive Director, Public Safety, or the Director's designated representative,_____.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o_____
As: City's Authorized Agent
P.O Box _____
Mobile AL _____

CONTRACTOR:
[insert]
c/o_____
Contractor's Authorized Agent
[Insert Address]

17.3 Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 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

SAMPLE

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.

19.0 EFFECT OF DEFAULT

19.1 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.

20.0 WITHHOLDING PAYMENT DUE

20.1 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**.**

21.0 CURE PLAN

21.1 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.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

SAMPLE

22.1 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.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 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.

24.0 ANTI-BOYCOTT

24.1 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.

25.0 NON-DISCRIMINATION

25.1 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.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 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 *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.

27.0 MISCELLANEOUS

SAMPLE

27.1 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.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder**.**

27.7 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.

27.8 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.

27.9 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.

27.10 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.

27.11 Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

27.12 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.

27.13 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.

SAMPLE

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.

27.14 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.

27.15 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

27.16 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.

27.17 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.

27.18 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.

27.19 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.

27.20 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.

SAMPLE

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By:

_____

_____
Printed Name and Title

Date:

_____

State of _____ }
County of _____ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that

_____ [Individual's Name] whose name as _____ [Title] of the

_____ Southern View Media, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this ____ day of _____**, 20____**

_____
Notary Public
Print _____
My commission expires: _____ (Seal)

CITY OF MOBILE

By:_____
William S. Stimpson, Mayor

Date: _____

ATTEST:

_____
City Clerk

SAMPLE

Contractor Insurance Requirements

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:

SAMPLE

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

SAMPLE

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.

SAMPLE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th 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 _____ SDVO _____ 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: _____

Email: _____ Phone: _____

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company_____ 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 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 detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name _____
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: _____ Title:_____

Email _____ Phone:_____

Corporate mailing address:

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Support Services as required by this RFP. Please indicate WHICH of the FOUR support services you can provide:

MEALS
LODGING
EMERGENCY POWER GENERATION
ROOFING/TARPING

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes**.**

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year
- Mobilization processes
- Remote vs On-site service expectations

SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)

Software or special technical support you intend to use.

Proposed Costs: Provide all of your expected billing rates for all categories of support and services. Include any additional items you anticipate billing the City besides hourly rates. For products, indicate how you will price.

Additional Information: Any additional information you believe relevant**. Use this section to indicate if you provide specific advantages by integration of all services. You may also suggest other relevant services you provide that you recommend the City include with these services.**

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

_____

_____

_____

_____

_____

Proposer Corp. Name:_____

Authorized Agent Name (PRINTED):_____

Signature:_____

Title:_____

Date: _____

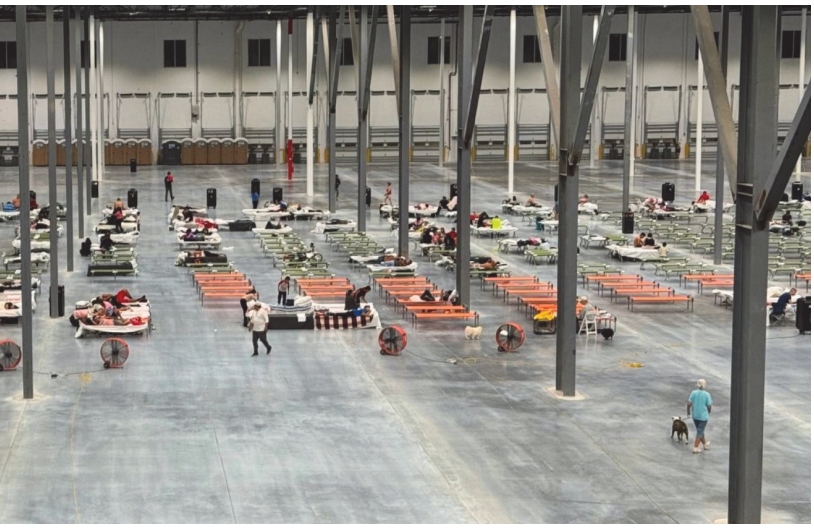
EXHIBIT B:

FEE SCHEDULE-CONSULTANTS RESPONSE

TO PROPOSAL (RFP) NO.5965

LTS DISASTER RESPONSE

Longview International Technology Solutions, Inc. (LTS)



Response to:

CITY OF MOBILE

DISASTER SUPPORT SERVICES

RFP No: 5965
Technical Response & Required Forms

October 22, 2025

LTS DISASTER RESPONSE

© 2025 LTS

CONTACT
em@lts.com

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October 22, 2025

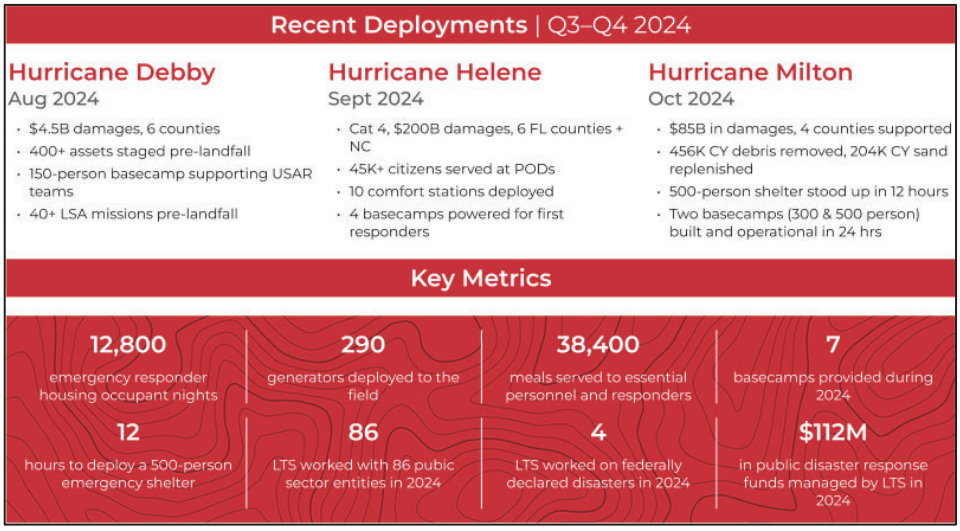
City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Subject: Proposal Submission – Disaster Support Services (RFP Number 5965)

Procurement Department,

LongView International Technology Solutions, Inc. (LTS) is pleased to submit this proposal to support the City of Mobile's disaster support services. Since 2005, LTS has supported federal, state, county, and municipal agencies nationwide, delivering over $2B in professional services across emergency response, healthcare, technology, and logistics. Our Disaster Response Division specializes in rapid, scalable field operations that integrate seamlessly with EOC and ICS structures. Our work spans federally funded and state-led missions, including disaster logistics, base camp operations, emergency housing and sheltering, infrastructure support, and meal services.

LTS' team of industry experts brings extensive hands-on experience managing large-scale disaster response programs across multiple states. Our leadership's recent assignments include FEMA Direct Housing missions for Hurricanes Helene and Milton, responder and essential personnel housing, sheltering for displaced populations, and logistical services including but not limited to meal provisioning, equipment deployment and maintenance, and emergency construction projects in response to a multitude of disaster events.



We maintain safe, auditable operations from activation through demobilization, supported by disciplined logistics management, clear command-and-control, and transparent documentation aligned with FEMA and City of Mobile standards.

LTS is submitting this proposal with the intent to show the City that we are ready and able to support all four of the support services outlined in the RFP. Our proposal demonstrates our experience and capacity to provide the City with:

- **Emergency Meals**
- **Emergency Lodging**
- **Emergency Power Generation**
- **Emergency Roofing/Tarping**

Respondent Information

Company Details
Full Name: Longview International Technology Solutions (LTS)
Headquarters: 12930 Worldgate Dr, Suite 300, Herndon, VA 20170
FEIN: 20-3409438
DUNS: 626950393

Primary Point of Contact
Kenneth DeCastro, VP of Response
Mobile: (850) 509-0203 | Email: kdecastro@lts.com

LTS appreciates the opportunity to support the City of Mobile with a reliable, rapid, and fully integrated response capability for its disaster support service needs. Thank you for your consideration.

Respectfully submitted,

Anthony Rush
Vice President of Contracts
arush@lts.com
(571) 364-9973

Team Organization

Team Experience Summary

LTS's proposed leadership team brings nearly a century of combined experience across disaster response, emergency medicine/public health, and operational logistics. Collectively, the team has directed large-scale recovery missions under the Stafford Act and the National Contingency Plan; overseen FEMA portfolios in excess of $90 billion; and led nationwide deployments involving debris operations, sheltering, medical surge, and base-camp support. Their background spans executive crisis leadership, interagency coordination with FEMA/EPA/USCG/HHS and state partners, and the integration of responder health and safety with mission-critical logistics. Experience includes military service at senior levels, emergency medicine leadership in both combat and civilian settings, and extensive work in hazardous materials, CBRNE response, and continuity-of-operations planning.

Breadth of Expertise

- Executive incident leadership, unified planning with municipal EOC/IC, and operational brief/debrief cycles that keep tempo predictable.
- Medical/public-health coordination integrated into logistics, power, water/wastewater, sanitation, and crowd/traffic management.
- Field logistics at scale: staging yards, cold/dry storage, transport and MHE, fueling/maintenance, donations intake, and material accountability.
- Temporary facilities and life-support systems: modular base-camp components, tents/structures, HVAC, lighting, potable water, and wastewater services.
- Documentation and cost recovery aligned to FEMA Public Assistance: timekeeping, tickets/manifests, GPS/QR asset logs, change control, and auditable invoicing

Key Personnel

LTS designates the following personnel as **Key Staff** for this contract, including their proposed roles for the project. These individuals have authority to commit LTS resources, coordinate with the City's Incident Command, and are available 24/7 during activations.

Name	Company Role	Project Role	Years of Experience
John Temperilli	Executive Director	Executive Oversight	30+
Cam Hamilton	SVP, Response	Program Manager	15+
Kenneth DeCastro	VP, Ops & Development	Operations Lead	15+
Jason Kissick	Director of Operations	Generator Lead	15+
Carl Mugglin	Director of Response	Lodging & Catering Lead	5+
Cole Peterson	Operations Manager	Roofing Lead	5+

Key Personnel Resumes

Please see the following pages for resumes of the key LTS personnel who will support this project.

John Temperilli – Executive Director, Disaster Response

Summary

Senior Crisis Management Professional with broad crisis management leadership and advisory experience in successful international and domestic crisis response. Successfully responded and managed large-scale Stafford Act events with numerous state and federal agencies, and numerous NCP (National Contingency Plan) Emergency events with EPA, USCG and relevant state agencies. Company executive team member, program and project manager in the private sector for over 30 years.

Professional Experience

- Longview International Technology Solutions, Inc.
  - Executive Director for Disaster Response / 2024 - Present
- Garner Environmental Services, Houston, TX
  - President / 2018 - 2024
- Center for Toxicology and Environmental Health (CTEH), Kemah, TX
  - Senior Consultant / 2015 - 2018
- Petrofac, Inc., Houston, TX
  - ERCM Senor Consultant / 2012-2015
- Wild Well Control, Houston, TX
  - Senior Response Specialist, WellCONTAINED / 2012-2013
- SWS Environmental Services, Panama City Beach, FL
  - Vice President - Disaster Response & Government Contracting / 2011-2012
- James Lee Witt Associates, Washington DC
  - Director - Response Operations & Logistics / 2009-2011
- Garner Environmental Services, Houston, TX
  - Vice President of Disaster Response / 2000-2009

Education & Certifications

- Registered Environmental Manager (REM)
- Certified Environmental Auditor (CEA)
- HAZWOPER (29 CFR 1910.120) Training and Refresher from 1990 to present.
- NIIMS Planning Section Chief & Instructor Courses (ICS-440), USCG, 2002.
- NIIMS Logistics Section Chief & Instructor Courses (ICS-450), USCG, 2003.
- OSC (On-Scene-Commander) CRISIS MANAGEMENT COURSE, USCG (Yorktown Training Command, VA) 2004.
- Intermediate Incident Command System (ICS-300), USCG, 2005.
- Advanced Incident Commander Course, ICS-401, USCG
- (Yorktown Training Command, VA) 2010 Type II Incident Commander
- Type I Incident Commander
- CEM, Certified Emergency Manager, pending (exam passed)

Cameron Hamilton – SVP of Disaster Response

Summary

Program Manager specializing in emergency response and recovery programs. Leads cross-functional teams, establishes program-office controls, manages cost/schedule/quality, and coordinates multi-vendor logistics and compliance within the **Incident Command System (ICS)** and **National Incident Management System (NIMS)**. Experienced in sheltering and housing operations, contractor oversight, and field readiness.

Core Qualifications

- Program office setup (governance, processes, reporting)
- Performance management (targets and metrics)
- Risk management and change management
- Logistics planning, vendor/crew coordination, scheduling, and quality assurance/quality control
- Budgeting, compliance documentation, and audits
- Stakeholder coordination with local, state, and federal partners under ICS/NIMS

Relevant Experience

Managing Director, Division 4 (Disaster Response & Recovery) - Longview International **Technology** Solutions (LTS) | 2025-Present
Leads Division initiatives. Establishes governance, budgets, schedules, vendor networks, and quality processes.

Administrator (SOPDO), Office of Response & Recovery - FEMA (DHS) | 2025
Supported national disaster operations, including sheltering/housing activities; coordinated portfolio and policy execution with intergovernmental partners.

Director, Emergency Medical Services Division - DHS Office of Health Security | 2020-2023
Directed EMS policy/operations supporting disaster activations and sheltering operations; managed personnel readiness, contracts, and interagency coordination.

Team Leader/Medic - U.S. Navy, SEAL Team Eight | 2005-2012
Led teams in austere, time-compressed missions; developed logistics and safety frameworks; honorable discharge.

Education & Credentials

B.H.Sc., Campbell University • TS/SCI (current) • U.S. Navy Veteran

Kenneth DeCastro – VP, Operations & Development

Summary

Operations and logistics leader supporting holistic program execution across sheltering, housing, and mission support. Coordinates schedules, budgets, vendors/subvendors, and documentation under ICS/NIMS. Experienced in large-scale logistics (warehousing, staging, transport), procurement, and multi-agency coordination.

Core Qualifications

- Compliance documentation, procurement support, and audit-ready records
- Emergency warehouse operations and rapid distribution at statewide scale
- Stakeholder coordination with local/state/federal partners under ICS/NIMS

Professional Experience

Deputy Vice President, Division 4 - Disaster Response | Longview International Technology Solutions (LTS) | Oct 2025-Present

- Supports PM/DPM in program governance for sheltering/housing tasks; aligns schedules, budgets, and vendor networks.
- Oversees logistics planning (inventory, staging, hauling, set/acceptance) and quality controls across task orders.

Senior Project Manager | Garner Environmental Services | Jan 2024-Sep 2025

- Led multi-site disaster operations, coordinating staging yards, transport, and field teams; maintained live mission boards.
- Managed sub vendor tasking and performance; produced daily operational rollups and cost/schedule updates.

Logistics Leadership (Deputy Bureau Chief & Logistics Chief; Logistics Section Chief/Program Manager) - Florida Division of Emergency Management (FDEM) | **Apr 2020-Dec 2023**

- Led Infrastructure, Logistics, and Human Services sections and statewide logistics programs; advanced procedures/technology and service expansion.
- Directed statewide resource distribution to **67 counties**; managed commodities contracts and rapid procurement.
- Incident leadership: Logistics Chief on the **COVID-19 Vaccine IMT**; supported **Surfside** building-collapse logistics; operations for **Hurricanes Ian, Nicole, Idalia**, wildfires, and border response.

Education & Certifications

- B.A., Business Administration (Cum Laude), Flagler College
- FCCM - Florida Certified Contract Manager
- FEMA ICS/NIMS training (selected)

Jason Kissick – Director of Operations

Summary

Emergency operations and healthcare leader with 20+ years in field response, logistics coordination, and incident operations. Supports hoteling operations (room blocks, booking/cancelation workflows, escalations), mission scheduling, vendor coordination, and responder support under ICS/NIMS practices.

Core Qualifications

- Logistics & operational scheduling across multi-site deployments
- Subvendor/vendor coordination (hotels, transport, site services)
- Mass-care support coordination (feeding/hydration integration with operations)
- Mission management: status boards, shift plans, daily rollups, and documentation

Relevant Experience

Director of Operations - LTS | Current
Leads rapid deployment logistics and healthcare support functions for disaster missions; coordinates lodging logistics for deployed teams; manages operational schedules, vendor interfaces, and incident documentation.

Project Manager - Garner | 2020-2024
Oversaw coordination, safety, and delivery of critical support services in post-storm conditions; synchronized multi-vendor activities and responder support; maintained operational continuity.

Coordinated lodging logistics for deployed teams; manages operational schedules, vendor interfaces, and incident documentation.

APRN / Vaccine Branch Manager - Federal Vaccination Site
Coordinated a 45-member joint civilian-military team; managed throughput targets, staffing schedules, and site logistics.

Fire Captain - Tampa Fire Rescue (18 years)
Supervised emergency response teams and incident operations; directed field logistics and safety.

Education & Credentials

- M.S. Nursing (Family Nurse Practitioner), Chamberlain University
- B.S. Nursing, Chamberlain University
- A.S. Nursing, St. Petersburg College
- **APRN, FNP-BC (Board-Certified Family Nurse Practitioner)**

Carl Mugglin – Director of Response

Summary

Oversees daily scheduling, vendor/subvendor coordination, mission tracking, and documentation, working with the Program Manager and Deputy Program Manager under ICS/NIMS practices.

Core Qualifications

- Logistics planning for emergency housing (staging, transport, site readiness)
- Operational scheduling and shift plans (install crews, inspectors, acceptance)
- Subvendor onboarding/coordination; scopes, SLAs, and QA checks
- Mission management: tasking, status boards, daily rollups, and after-action capture
- Cost/schedule tracking, risk/issue logs, and change coordination with PM/DPM
- Stakeholder coordination with property owners, jurisdictions, and partner agencies

Professional Experience

Director of Response -Longview International Technology Solutions (LTS) | Jun 2024-Present

- Leads daily operations for hotel placements and TTHU deployments; maintains live placement rosters.
- Builds and manages schedules for install crews, inspections, and acceptance activities.
- Coordinates subvendors (transporters, crane/installer, utilities); verifies documentation and site readiness.
- Tracks cost and schedule performance; maintains risk/issue logs and change actions.

Project Manager -Garner Environmental Services | Nov 2021-May 2024

- Managed staging, dispatch, and transport for multi-site operations; maintained mission trackers.
- Coordinated vendor teams and equipment movements; supported permitting coordination as required.
- Implemented shift plans and QA/QC checklists; supported after-action reviews and process improvements.
- Prepared routine operational updates for leadership and customer stakeholders.

Training

- **FEMA/NIMS Training:** IS-100, IS-00100.c, IS-200, IS-00393.b, IS-700, IS-800, G-191, G-402, plus additional incident-management coursework

Cole Peterson – Operations Manager

Summary

Operations manager specializing in disaster logistics and Temporary Travel Housing Unit (TTHU) deployments. Coordinates the full TTHU lifecycle-**inventory, staging, hauling, installing, permitting coordination, maintenance/repairs, and deactivation**-while managing schedules, subvendors, and mission tracking under ICS/NIMS practices.

Core Qualifications

- Operational scheduling for crews, inspections, and acceptance; live status boards and daily rollups
- Permitting coordination with local jurisdictions (e.g., site access, temporary facility/utility tie-ins)
- Subvendor coordination (transporters, crane/installer crews, utility and service providers)
- Mission management and documentation across multi-site activations
- Continuity of operations in austere environments; safety and compliance support

Relevant Experience

Operations Manager -Longview International Technology Solutions (LTS) | Jun 2024-Present

- Leads daily operations for hotel placements and TTHU deployments; maintains live placement rosters.
- Builds and manages schedules for install crews, inspections, and acceptance activities.
- Coordinates subvendors (transporters, crane/installer, utilities); verifies documentation and site readiness.
- Tracks cost and schedule performance; maintains risk/issue logs and change actions.

Project Manager -Garner Environmental Services | Nov 2021-June 2024

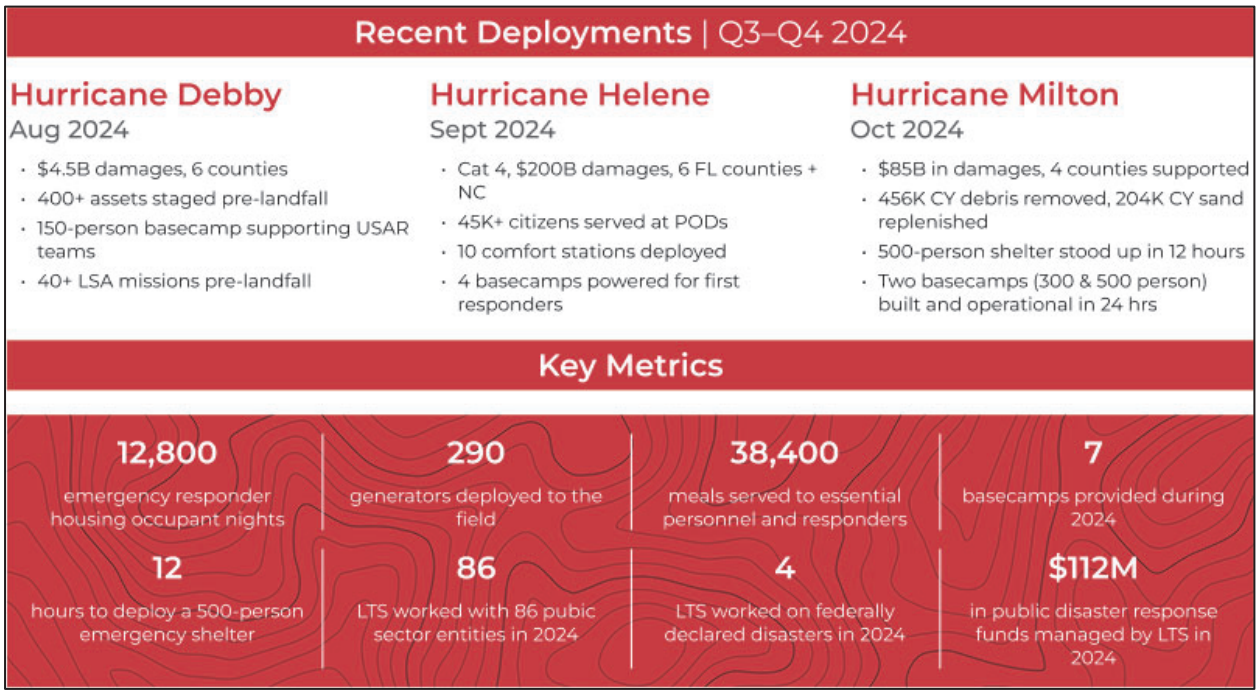
- Managed staging, dispatch, and transport for multi-site operations; maintained mission trackers.
- Coordinated vendor teams and equipment movements; supported permitting coordination as required.
- Implemented shift plans and QA/QC checklists; supported after-action reviews and process improvements.
- Prepared routine operational updates for leadership and customer stakeholders.

Education & Training

- **B.A., Business Administration**, University of South Florida (2017)
- **FEMA/NIMS Training:** IS-100, IS-00100.c, IS-200, IS-00393.b, IS-700, IS-800, G-191, G-402, plus additional incident-management coursework

Past Performance

Overview



LTS is a proven provider of emergency management, disaster response, and logistical support services to federal, state, and local clients nationwide. Our team brings decades of hands-on experience delivering turnkey solutions during some of the nation's most complex disaster and recovery operations. Our track record demonstrates:

- **Proven Performance:** Consistent, high-quality execution during federally declared disasters and local emergencies.
- **Scalable Capabilities:** Ability to tailor resources to incidents of varying scope and complexity, from targeted first-aid support to large-scale, multi-site base camps.
- **Client Trust:** Strong partnerships with agencies such as the Florida Division of Emergency Management, FEMA, and other state and municipal authorities.

Interagency and Governance Experience

- Our leadership team's experience includes routine interface with FEMA, HHS, USCG, EPA, state emergency agencies, and municipal departments for planning, resource ordering, and communications.
- LTS has extensive familiarity with municipal procurement, documentation standards, and cost-recovery requirements; ability to present clear, auditable records throughout an activation.

Safety, Quality, and Documentation Experience

- Our experience has allowed us to develop safety programs grounded in OSHA/NFPA/CDC guidance; daily tailboards/JSAs; spill prevention and decontamination protocols for tools, vehicles, and sites.
- Our processes ensure that we collect, store and communicate documentation that tracks scope to site/date/unit, with contemporaneous source records rolled into weekly invoice packages for efficient review and FEMA PA reimbursement.

Current Customer References

We have provided three current customers as references with summaries of recent work performed. Additional references are available upon request.

Florida Division of Emergency Management (FDEM)

Contact Person: Tiffany Gary

Company Address: 2555 Shumard Oak Blvd, Tallahassee, FL 32399

Telephone Number: (448) 229-2182

Email Address: tiffany.gary@em.myflorida.com

Recent Performance Summary:

Hurricane Debby Logistical Staging Area (LSA), August 2024: LTS Mobilized over 400 pieces of equipment pre-landfall to support critical infrastructure facilities. We fulfilled over 40 preparation, response and recovery missions pre-landfall and 15 missions post-landfall. To accomplish this, we deployed 110 generators, 95 pumps, 55 transport trucks, 33 all-terrain forklifts, 25 light towers, 25 mobile HVAC systems, and 125 personnel.

Hurricane Debby 150-Person Base Camp, August 2024: LTS Supported Urban Search and Rescue (USAR) Teams by delivering a turnkey off-grid basecamp that included 15 bunkhouse trailers, 3 restroom trailers, 3 shower trailers, 1 laundry trailer, power and power distribution packages, and a 5,000 square foot climate-controlled dining facility serving 1000 meals per day, all provided by LTS.

Hurricane Helene POD Operations, September 2024: Alongside the Florida National Guard, LTS mobilized assets within 12 hours to supply critical food, water, ice, and tarps to over 45,000 citizens. To accomplish this, LTS deployed logistics staff and assets including sanitation stations, generators, portable lighting, transportation vehicles, and forklifts with operators.

Hurricane Milton Emergency Shelter, October 2024: Within 12 hours, LTS transformed a furniture assembly warehouse into an emergency shelter with a 500-person capacity. LTS Deployed 550 Cots (1110 Linen Kits), 1000+ Tables, Chairs, Trashcans, 1800 meals per day, with refreshment package (coolers, ice merchandiser), 500lbs of pet food, and 40 staff members, including 7 nurses to meet this demand. This shelter had the eye of Hurricane Milton pass directly overhead and was intaking local citizens throughout the event in coordination with the local firefighters.

Hurricane Milton Emergency Debris Removal, October 2024 – February 2025: On behalf of both FDEM and FDOT, LTS cleared 40,000 cubic yards of debris in 96 hours using a 300-person team and over 400 pieces of equipment including 250 dump trucks, 50 dumpsters, 50 front end loaders, 57 skid steers, and over 300 personnel, all deployed within in 12 hours. Post-landfall, LTS removed over 456,000 cubic yards of additional storm debris using heavy machinery, hand crews, vacuum trucks, and street sweepers.

Hurricane Milton FNG Responder Base Camp, October 2024: LTS provided a 500-person basecamp for Florida National Guard troops supporting the response. The camp was operational within 24 hours of notification. This 500-person camp required a 3,000 Square Foot Climate-Controlled Dining Facility Serving 1500 Meals Per Day 50 Bunkhouse Trailers, 5 Restroom Trailers, 5 Shower Trailers, 3 Laundry Trailers, Power and Power distribution, and 30 Base Camp Management Staff providing 24-hour operational support.

Florida Department of Transportation (FDOT)

Contact Person: Irene Cabral

Company Address: 605 Suwannee St., MS 42, Tallahassee, FL 32399

Telephone Number: (850) 445-7111

Email Address: irene.cabral@dot.state.fl.us

Recent Performance Summary:

Hurricane Milton Emergency Debris Removal, October 2024 – February 2025: On behalf of both FDEM and FDOT, LTS cleared 40,000 cubic yards of debris in 96 hours using a 300-person team and over 400 pieces of equipment including 250 dump trucks, 50 dumpsters, 50 front end loaders, 57 skid steers, and over 300 personnel, all deployed within in 12 hours. Post-landfall, LTS removed over 456,000 cubic yards of additional storm debris using heavy machinery, hand crews, vacuum trucks, and street sweepers.

Hurricane Milton Roadway Crew Base Camp, October 2024: LTS provided a 300 basecamp for FDOT roadway clearing crews. The camp was operational within 24 hours of notification. The camp included a Climate-Controlled Dining Facility Serving 1200 Meals Per Day 25 Bunkhouse Trailers, 3 Restroom Trailers, 4 Shower Trailers, 2 Laundry Trailers, Power and Power distribution, and 20 Base Camp Management Staff providing 24-hour operational support.

Travis County, Texas

Contact Person: Brandon Hoffman

Company Address: P.O. Box 1748, Austin, TX 78767

Telephone Number: (512) 854-6458

Email Address: brandon.hoffaman@traviscountytx.gov

Recent Performance Summary:

Medical Support and Emergency Medical Strike Teams, August 2025 – Present: LTS Supplies the County with a Medical Strike Team each weekend to support residents and volunteers

clearing out debris from homes in response to the Texas floods of 2025. These teams provide medical services including but not limited to Tetanus vaccinations, first aid, hydration and electrolyte replacement, sun protection, heat stress monitoring and mitigation, and other related healthcare support services to maintain volunteer safety and effectiveness.

Project History Matrix

In addition to the work performed for the specific clients referenced above, the matrix on the following pages highlights further representative examples of our recent performance across a diverse range of mission sets, including base camp operations, emergency sheltering, medical support, debris management, critical infrastructure restoration, and healthcare delivery. Each project underscores LTS's ability to rapidly mobilize personnel and assets, coordinate with multiple stakeholders, and achieve mission success under challenging and time-sensitive conditions.

LTS PROJECT HISTORY MATRIX

Project Name/Client	Overview of Work Performed	Demonstrated Performance
Florida Emergency Construction Project Florida Division of Emergency Management June 2025 - Present	Provided project management personnel, construction teams, materials and equipment to inspect structures and install roofing.	Performed full inspections of 19 buildings. Installed full temporary roofs on 3 structures for immediate occupancy, completed asbestos abatement for all structures.
Flash Flood Response - First Aid Support Travis County August 2025 - Present	Provided first-aid medical services to volunteer cleanup crews following severe flash floods; deployed medical staff and first-aid stations at volunteer staging areas; coordinated with county EOC and EMS for escalations.	Established fixed first-aid posts and mobile teams for field support; delivered triage, minor wound care, hydration/ heat-illness prevention, and patient tracking with EMS handoffs as needed; operations ongoing.
Hurricane Milton Emergency Shelter Florida Division of Emergency Management October 2024	Emergency Shelter	Converted a furniture warehouse into a 500-person shelter within 12 hours; 550 cots, 1,110 linen kits, 1,800 meals/day, cooling stations; 40 staff incl. 7 nurses; remained operational as eye passed overhead.
Hurricane Milton Debris Removal Florida Division of Emergency Management October 2024 - February 2025	Debris Removal	Pre-landfall: 40,000 CY in 96 hours using ≈400 pieces of equipment and 300 personnel; Post-landfall: 456,000+ CY via heavy machinery, hand crews, vacuum trucks, and street sweepers.
Hurricane Milton Beach Replenishment Florida Division of Emergency Management October 2024 - December 2024	Debris Removal	Sifted/replaced 204,000+ CY of sand.

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LTS PROJECT HISTORY MATRIX

Project Name/Client	Overview of Work Performed	Demonstrated Performance
Hurricane Milton Medical Staffing FDEM October 2024 - November 2024	Medical Staffing	150+ licensed medical personnel; arrivals within 6-18 hours of request.
Hurricane Helene NC Base Camp Support Multiple First Responder Agencies September 2024	Provided power and power distribution equipment and base camp consulting services in support of multiple first responder base camps in Asheville, NC following Hurricane Helene.	Deployed power distribution packages across four base camps; ensured continuous power to command, sleeping, dining, and sanitation facilities; coordinated camp layouts and load plans; mobilized within 12 hours of request.
Hurricane Helene POD Operations Florida Division of Emergency Management September 2024	Pod Operations	Mobilized within 12 hours; supplied >45,000 citizens with food, water, ice, and tarps; deployed lighting, traffic control, storage, and staffing to sustain throughput.
Statewide Hurricane Debby Response Florida Division of Emergency Management August 2024	LSA Operations	Established LSA as central logistics hub; 40+ mission assignments pre-landfall across 6 counties; facilitated deployment of personnel, equipment, food, water, medical supplies.
COVID-19 Response Centers for Disease Control 2022-2023	Provided credentialed medical personnel for testing of migrants at emergency events. Provided healthcare kiosks for underserved communities	Collected over 280,000 tests, Managed 24/7 operations at 8 temporary CBP facilities

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LTS PROJECT HISTORY MATRIX

Project Name/Client	Overview of Work Performed	Demonstrated Performance
COVID-19 Response State of Georgia 2021-2024	Provided statewide turnkey vaccination events through mobile teams	Managed over 11,000 testing events, Collected over 320,000 tests
COVID-19 Response State of Maryland 2022	Provided statewide turnkey vaccination events through mobile teams	Managed over 400 vaccination events, Administered over 4,400 vaccines
COVID-19 Response State of New Jersey 2021- 2022	Provided mobile team testing events in over 250 public schools throughout the state	Managed over 9,000 testing events, Collected over 280,000 tests
COVID-19 Response Tacoma-Pierce County, Washington 2021- 2022	Provided large scale, outdoor, turnkey testing and vaccination events and smaller mobile and fixed events statewide	Managed over 400 testing and vaccination events, Collected over 35,000 tests, Administered over 3,000 vaccines
COVID-19 Response State of Virginia 2022	Provided statewide turnkey testing events through mobile teams	Managed over 400 testing and vaccination events, Collected over 35,000 tests, Administered over 3,000 vaccines
COVID-19 Response Federal Emergency Management Agency	Staffing/training/oversight for clinical staff at vaccination events ranging in size from small temporary facilities to professional football stadiums	Provided over 100 staff across 24 states in the Western US
COVID-19 Response City of El Paso, Texas 2020-2022	Provided turnkey testing and vaccination events of all types and operated the large scale public vaccination clinic in the El Paso Convention Center.	Managed over 2,200 testing and vaccination events, Collected over 9,000 tests, Administered over 16,000 vaccines

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Plan/Approach to Project

LTS provides comprehensive disaster support services through a proven, framework that aligns seamlessly with the City of Mobile's key service needs. Our approach prioritizes proactive preparedness, cost efficiency, FEMA compliance, and responsive, flexible field operations to ensure end-to-end support and effective communication from activation through demobilization.

Mobilization and Delivery Processes & Methodology

Leading up to and during an activation, LTS will apply our proven and effective Concept of Operations model, which will be anchored by and tailored to the City-specific considerations, such as identified municipal parcels and access control points.

Pre-Deployment Preparedness

Throughout the year, including during non-activation periods, our team continually updates these plans based on lessons learned, potential hazards, and client-specific needs.

- We identify and ensure that we maintain immediate access to sufficient quantities of equipment, materials, supplies and personnel that may be needed for response to a potential disaster.
- We rigorously monitor, maintain, and report on our resource inventory levels and equipment availability.
- We ensure that our key personnel are available to the City on a 24/7/365 basis to ensure clear lines of communication, information sharing, and continuous liaison.
- We conduct regular in-person planning sessions, tabletop exercises, and trainings on emergency response procedures and expectations
- We maintain corporate business management functions such as HR, Legal, IT, Finance, and Invoicing to ensure alignment with contractual requirements and compliant record keeping, reporting, invoicing, and operational activities.

Mobilization

Our preparedness activities allow us to remain responsive to any request or notice to proceed from the City immediately, and deliver services rapidly. During the 12-hour period immediately following authorization to mobilize, LTS will perform the following tasks as required or requested by the City to ensure service delivery within 24 hours:

- Deploy key leadership personnel to the City's Emergency operations Center (EOC) as needed
- Prepare, stage, and transport all required equipment, materials and supplies to the affected area, and provide live-feed tracking and reporting on all deployed resources via reporting dashboards populated by data from GPS-enabled equipment trackers through Samsara, Asset Panda, and other tracking systems.
- Inventory, assess and inspect all items delivered to the affected area.
- Begin 12-hour operational command shifts to ensure 24/7 operations.

- Provide directives to all vendors and subcontractors as necessary based on the activation (e.g. catering, lodging providers, equipment vendors, fueling companies, and construction crews).
- Open logistics receiving; stage distributions; energize a safe, grounded temporary power/lighting grid; initiate fuel inventory and delivery schedules.

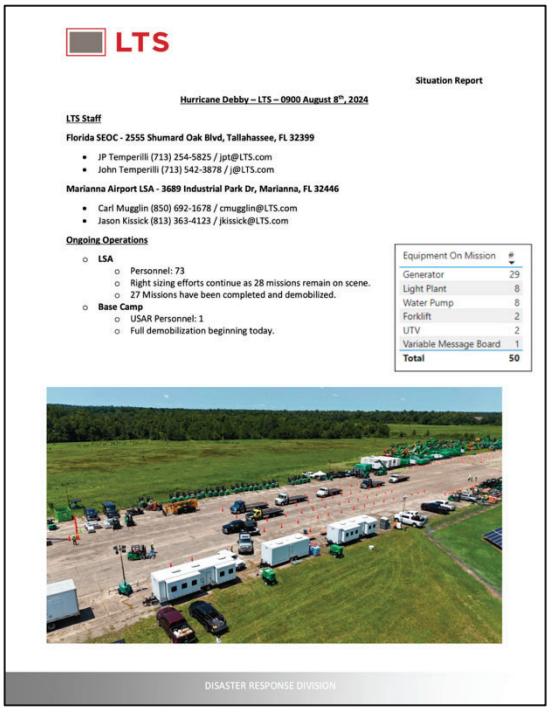
Sustained Operations and Mission Scaling

LTS continuously assesses project needs to ensure operational efficiency and right-sizing. This ongoing assessment includes but is not limited to the following examples:

- Preventive equipment maintenance is performed at by qualified technicians.
- Field and management teams may be expanded or contracted based on current project needs.
- As demand declines, demobilization proceeds in phases, removing highest-cost elements first while maintaining core safety, power, sanitation, and communications until closure.

Throughout the activation, LTS maintains redundant communications, conducts daily checks, and issues a daily situation report (SitRep) for each operational period. These daily reports include key operational metrics, including but not limited to the following:

- EOC and on-site command POCs for each active operation
- Quantities and types of equipment in service
- Quantity and roles of on-site personnel
- Workforce housing and community shelter specifics such as occupant headcounts, meals served, and maintenance activities
- Updates service timelines and statuses
- Incidents reported and mitigation/remediation activities


LTS

Situation Report

Hurricane Debby – LTS – 0900 August 8th, 2024

LTS Staff

Florida SEOC - 2555 Shumard Oak Blvd, Tallahassee, FL 32399

- JP Temperilli (713) 254-5825 / jpt@LTS.com
- John Temperilli (713) 542-3878 / j@LTS.com

Marianna Airport LSA - 3689 Industrial Park Dr, Marianna, FL 32446

- Carl Mugglin (850) 692-1678 / cmugglin@LTS.com
- Jason Kissick (813) 363-4123 / jkissick@LTS.com

Ongoing Operations

- LSA
  - Personnel: 73
  - Right sizing efforts continue as 28 missions remain on scene.
  - 27 Missions have been completed and demobilized.
- Base Camp
  - USAR Personnel: 1
  - Full demobilization beginning today.

Equipment On Mission	#
Generator	29
Light Plant	8
Water Pump	8
Forklift	2
UTV	2
Variable Message Board	1
Total	50

DISASTER RESPONSE DIVISION

Demobilization

Upon mission completion or notice to demobilize assets, LTS will immediately engage demobilization protocols to support the timely, safe, and orderly removal of assets and personnel from the affected area. Our management and field personnel will conduct the following tasks, as well as any other event- or area-specific items that must be accounted for:

- Assess the condition of all accountable equipment and hard assets to identify any damages and repair or replacement needs.
- Pack any reusable or valuable resources such as tents, medical supplies, generators, communications equipment, etc., for transport and storage.

- Dispose of waste materials (including hazardous materials).
- Load all equipment and supplies into the provided transport vehicles and provide the City with ongoing status updates on asset removal.
- Restore the site to its pre-mobilization condition to the extent possible, including but not limited to the removal of any added ground leveling materials, removal of temporary fencing, and repairing any damage to the environment, infrastructure, or property as require

After Action Reporting

Once we complete the demobilization process, we collaborate with the City to assess mission effectiveness and lessons learned. This includes, but is not limited to:

- Providing contractually required final reporting
- Providing summaries of any issues and incidents encountered during the mission
- Identifying strengths, weaknesses, and areas for improvement
- Providing feedback on Team LTS personnel performance during emergency planning exercises and real emergency events
- Making recommendations for improvements for future emergency and disaster response activities
- Completing anonymous internal questionnaires and report results to the Division including recommendations on policy and procedure improvements for future events

We will also solicit performance feedback from the City and provide the outcomes of our internal evaluations. On an ongoing basis, we will coordinate with the City and other relevant stakeholders to document and share success stories as well as areas to improve upon for future missions.

Organizational Interface with the City

While The City will retain Incident Command (IC), LTS can deploy an **Incident Support Team (IST)** upon request. The IST will be integrated with The City's Incident Command team for unified planning, operations, logistics, safety, finance, documentation, reporting, and other administrative elements. The IST operates in 12-hour operational periods with an overlap handoff at the Command Post. Site Leads are assigned for staging areas and will coordinate directly with the City's designated counterparts.

Subcontractors

LTS will perform all program management including but not limited to, command post liaison with the City, safety and quality assurance, field operations leadership, planning and documentation, and core logistics. When applicable, we and will utilize specialized, pre-vetted subcontractors for surge labor, catering, equipment leasing, fueling, roof construction and remediation, and niche services to ensure capacity, speed, and cost control. All subcontractors operate under LTS operating procedures, ICS/NIMS, and full contract flow-downs. Specific subcontractors and major vendors are identified in **Form II - Subcontractors/Major Vendors Supplier Plan** included with this proposal. Form II lists each firm, the products/services

supplied, estimated percentage of the overall scope, and pertinent notes. Percentages are good faith estimates and may vary by task order; LTS remains the Prime and is solely responsible for performance.

LTS continuously vets and onboards additional subcontractors to add redundancy and address emerging needs (e.g., fuel hauling, ADA ramp fabrication, cold-chain, specialty restoration), ensuring multiple ready providers in each operational region with surge depth for concurrent task orders.

What This Means for the City

- **Rapid, coordinated stand-up.** The team can mobilize quickly, stand up public-facing support (PODs/comfort stations) and responder support (base-camp modules), and maintain predictable operational periods.
- **Scalable, multi-agency operations.** Experience coordinating with federal, state, and local partners to unify traffic control, access, communications, and logistics—scaling up or down without losing tempo or control.
- **Disciplined cost control and transparency.** Pre-authorization of work, unit-rate integrity, and clean documentation keep costs aligned with need and support reimbursement.
- **Infrastructure-literate execution.** Practical field PM depth in utilities, drainage, and ROW streamlines POD siting, yard layout, temporary power/wastewater, and closeout/restoration.

Record Keeping and Invoicing

LTS administers billing through a structured, FEMA-aligned process that is transparent, auditable, and easy to review. Each invoice is built from contemporaneous, site-tagged field records captured every operational period and compiled on a weekly cadence. Management personnel familiar with the work certify field accuracy, and our finance team assembles and submits each invoice after approval and certification. Electronic submission is standard (hard copy is available on request), and all charges trace to an approved scope, site, date, unit, and supporting document. **The invoicing process is detailed below, followed by a sample invoice.**

How We Invoice

- **Cadence:** Weekly invoice packages unless requested otherwise; accelerated cycles available at the City's request.
- **Certification:** PM (On-Scene Liaison) certifies quantities; Finance/Admin verifies math and backup.
- **Submission: PDF** invoice + companion detail backup (hard copy on request).
- **Questions/Corrections:** Written response within **2 business days**; revisions show a clear delta.

Format & Delivery

- **Electronic delivery** to the City's designated inbox/portal.
- **File types:** PDF cover and roll-ups.

- **File naming:** [Owner]-[WO/PO]-[Invoice#]-[Period].pdf

What Each Invoice Includes

- **Invoice number & period covered**
- **Owner PO/Work Order** and project/incident name
- **Primary sites**
- **Total amount due** and remittance/contact information

Itemized Detail by Schedule of Values

- **Management & Supervision** (on-site project leadership)
- **Project Management Team** (executive/oversight roles supporting the work)
- **Operations & Equipment** (generators, IDs, hours/days as applicable)
- **Support Services** (fueling, maintenance, communications, transport)
- **Catering** (meals served, other service counts)
- **Materials/Consumables** (tarps, shrink wrap)

Supporting Documentation

- **Timekeeping / ICS-214 activity logs** (by site and role)
- **Equipment run logs** and inspection/maintenance entries
- **Fuel/pump-out/haul tickets** and **wastewater manifests**
- **Issue sheets/KPIs** where relevant (e.g., POD tallies, occupancy counts)
- **Photo or GPS receipts** when required for verification
- **Meal counts** by date and location
- **Packing lists and Bills of Lading**

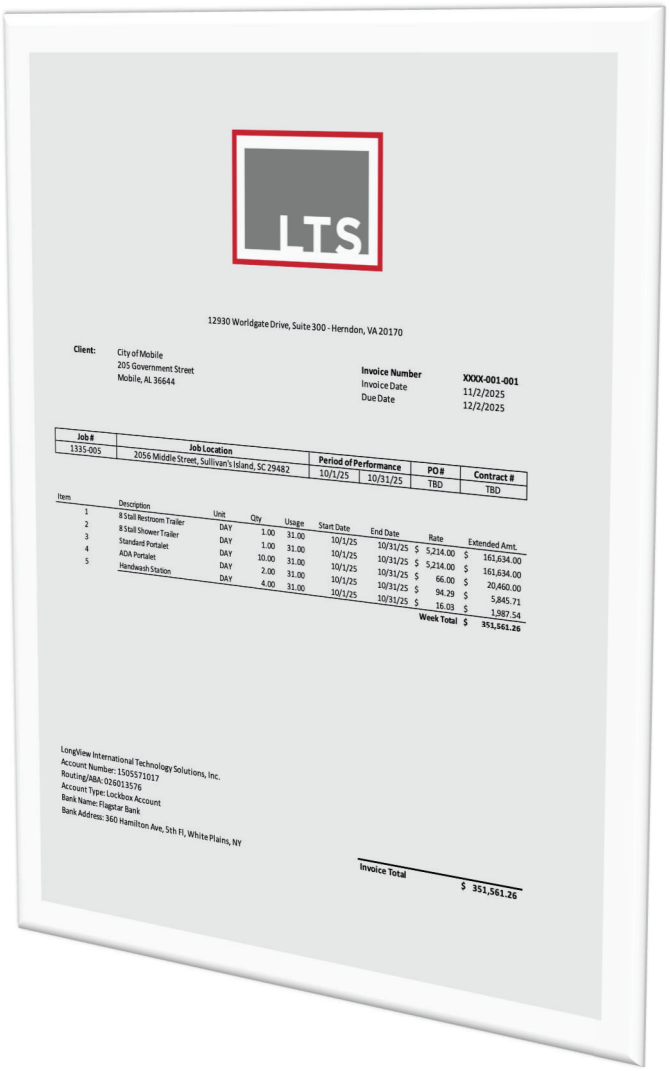
Controls That Protect the City

- **No unauthorized charges:** Work outside scope is not billed without **written City authorization**
- **Traceability:** Every billed line ties to a site, date, unit, and backup document.
- **Retention:** Records maintained in accordance with City policy (minimum **7 years** unless otherwise required).

Contacts

- **Project Manager (On-Scene Liaison):** Field certification and day-to-day documentation.
- **Finance/Admin Lead:** Compilation, submission, reconciliation, and inquiry response.

Sample Invoice



12930 Worldgate Drive, Suite 300 - Herndon, VA 20170

Client: City of Mobile
205 Government Street
Mobile, AL 36644

Invoice Number XXXX-001-001
Invoice Date 11/2/2025
Due Date 12/2/2025

Job #	Job Location	Period of Performance		PO #	Contract #
1335-005	2056 Middle Street, Sullivan's Island, SC 29482	10/1/25	10/31/25	TBD	TBD

Item	Description	Unit	Qty	Usage	Start Date	End Date	Rate	Extended Amt.
1	8 Stall Restroom Trailer	DAY	1.00	31.00	10/1/25	10/31/25	$ 5,214.00	$ 161,634.00
2	8 Stall Shower Trailer	DAY	1.00	31.00	10/1/25	10/31/25	$ 5,214.00	$ 161,634.00
3	Standard Portalet	DAY	10.00	31.00	10/1/25	10/31/25	$ 66.00	$ 20,460.00
4	ADA Portalet	DAY	2.00	31.00	10/1/25	10/31/25	$ 94.29	$ 5,845.71
5	Handwash Station	DAY	4.00	31.00	10/1/25	10/31/25	$ 16.03	$ 1,987.54
							Week Total	$ 351,561.26

LongView International Technology Solutions, Inc.
Account Number: 1505571017
Routing/ABA: 026013576
Account Type: Lockbox Account
Bank Name: Flagstar Bank
Bank Address: 360 Hamilton Ave, 5th Fl, White Plains, NY

Invoice Total $ 351,561.26

Approach to the City's Key Services

In addition to our overall project methodology and approach as described in this section, we are committed to tailoring our delivery approach to the specific needs of the City of Mobile. The following sections detail our specific approach to each of the four service areas as outlined in the RFP.

Emergency Meals

Meal Structure & Examples

LTS has long standing relationships with catering vendors across the country who are highly experienced in 24/7 meal provisioning operations for responders during disaster events. Our vendors are vetted to ensure adherence to quality, food safety, and delivery timeline protocols. As part of our vendor onboarding process, we ensure that these partner firms are able to deploy within 12 hours of notice to proceed.

LTS will stand up a three-meal per day service, including breakfast, lunch, dinner, two snacks per day, and with grab-and-go options for those engaged in field work.

Breakfast will typically include items such as eggs, oatmeal, fruit, pastries, and beverages (coffee, milk, juice). Lunch and dinner feature protein-based entrées (chicken, beef, or vegetarian options), starches (rice, pasta, or potatoes), vegetables, salads, bread, and dessert.

Special Diets & Allergens

LTS will fulfill diabetic, gluten-free, vegetarian, pediatric, and halal/kosher food upon request for any Client. Dietary restrictions are recorded during the responder booking and check-in process, and check-in materials contain information on how to request dietary accommodations both onsite and through our toll-free contact center. Dietary flags are recorded in each resident's booking record and are applied to and accounted for to in all careering orders. We enforce allergen labeling and cross-contact controls for all catering vendors in the HACCP compliance process outlined above.

Food Safety Compliance (HACCP)

We require all our catering vendors to operate under **HACCP** plans. Under the HACCP plan, LTS will audit all vendor processes at the time of onboarding, and we require daily logs for receiving, cooking/cooling, hot/cold holding, transport, and sanitation. Any deviations from our HACCP process, either observed onsite or discovered in logs/reporting, will trigger immediate corrective action. These processes, audits, reporting elements, and enforcement are overseen by our **Feeding Specialist** within the Hotel Operations team. Catering vendors who do not meet our targets of **100%** log completion **0** confirmed foodborne incidents will be placed into corrective action plans or terminated from the project for repeated incidents.

Meal delivery & Coordination

Delivery windows are established to align with hotel check-ins, transportation, and field work assignments. The contact center updates meal counts whenever households relocate to prevent shortfalls or over-production.

Surge, Scale, Ramp-Down & Demobilization

Catering vendors are required to provide scalable, compliant food service to shelter residents. LTS' vendor catering contracts include scale-up clauses to quickly expand production during population surges and menu engineering to control costs through standardized, cost-efficient meal plans. As shelter occupancy declines, progressive de-scaling reduces waste and adjusts staffing and supply levels accordingly. At closure, vendors conduct demobilization, including meal count verification, inventory reconciliation, sanitation of facilities, and financial close-out to ensure accountability and readiness for future activations

Emergency Lodging

Lodging Facility Vetting & Contracting

LTS will deliver end-to-end lodging support for responders and essential personnel. To accomplish this, we will establish relationships with lodging facilities that allow us to secure

ample room inventory, right size needs based on demand, and maintain price stability. LTS will also manage a streamlined booking and room assignment system to ensure that personnel are able to secure accommodations rapidly and efficiently.

Upon award, LTS will target properties throughout the region and liaise with major flag, regional, and independent hotel and motel property owners to **establish contracts that secure facility use, availability, and approved rate structures.** We will ensure that contracted facilities are licensed and eligible to conduct business in the State of Alabama and are in compliance with all applicable codes and standards, including ADA.

LTS will contract with facilities by tiered priority levels: the preferred turnkey hotel or motel includes housekeeping, security, and maintenance at a low-cost, fixed rate per room; and less favorable low-cost hotel or motel offers an economically friendly rate but lacks some amenities, which would be provided by LTS through outside vendors. We will also tier facility priority and preference by how favorable the contract arrangement to the scope of this project. For example, facilities along major public transportation routes and/or those with whom we have contracted room inventory, able to be scaled up or down based on increases and decreases in demand, will be preferred over others.

Managing Periods of Increased Lodging Demand

During surge scenarios where demand for lodging is increased, we will engage with facilities based on their preference level, for example:

- Tier 1: Facilities in the immediately affected areas with contractually established room inventory and existing onsite services/amenities will be prioritized.
- Tier 2: If demand outpaces Tier 1 facility capacity, contracted facilities with expandable room blocks in adjacent markets will be engaged next to accommodate those clients willing and able to relocate.
- Tier 3: If facilities within the top two tiers do not satisfy demand, we will activate contingency inventory in additional markets and/or facilities that require LTS to provide turn-key services and amenities through outside vendors.

Throughout the duration of an activation, our Manager of Hotel Operations will oversee LTS' internal booking and room assignment system to census existing and forecasted demand daily. This will allow us to expand or release room blocks with our contracted facilities proactively to ensure adequate room inventory and reduce cost inefficiencies.

As we establish contractual relationships and tier the contracted facilities based on preference, we will prioritize locations with secured terms that include flexible cancellation windows. We will target a goal of 24-hour cancellation allowance at no charge and set a typical maximum of 72 hours, baring extreme circumstances or market volatility.

Process for Room Booking

Upon activation, LTS will engage our internal booking and room assignment system to identify the facility that accommodates the specific needs of the personnel requiring lodging. This accommodation includes the facility's proximity to where the responder will be working, as well

as their individual needs and potential ADA considerations. Once a suitable facility is identified, LTS' Hotel Operations Team will secure the accommodations via either the facility's internal booking system or third-party booking service and provide the guest with:

- Reservation paperwork, including transportation options and directions, information on anticipated stay duration, and procedure for extension or cancellation.
- Check-in briefing materials which outline program rules, allowable/unallowable charges, hotel incidental processes, etc.
- Contact information for on-site support, and the customer service call center.

Pass-Through Billing Option and Financial Controls

Pass-Through Billing Process

Should the City request it, all eligible room, tax, and approved fees can be paid by LTS and billed to the City treated as pass-through costs**.** In this case, LTS will submit complete invoice packets to the City that include detailed and itemized hotel folios, proof of check-in/check-out date, daily occupancy logs, guest rosters, and justification/backup for any additional approved fees approved by the City. Out finance team will package and approve all pass-through invoices (per the invoicing process described previously in this section) prior to submitting them to the City for acceptance.

Unallowable Charge Controls

LTS will make every effort to proactively avoid unallowable charges by providing all hotel guests with check-in briefing materials at their time of booking. These briefs will include detailed information on unallowable charges and the processes in place to address them. In addition to client communication, we will establish protocols with contracted lodging facilities to easily identify unallowable charges via unique folio and billing codes, as well as mitigate occurrences via card-on-file restrictions.

LTS will require that all facilities provide our Finance and Hotel Operations teams with daily billing reports to identify exceptions as they occur. When the hotel or LTS identify exceptions, they will be reported to City and addressed with the guest immediately to avoid repeat occurrences. Should the City choose to have LTS bill lodging fees to the City as a pass-through, in no case will an identified unallowable charge be passed through to City, and LTS will recoup unallowable charges from responsible parties as needed.

With these controls in place, we expect to maintain a very low exception rate, rapid resolutions, and efficient, clean pass-through billings as applicable.

Emergency Generators

Equipment Availability

As an experienced, active provider of emergency response logistics services, LTS maintains a significant inventory of pre-staged equipment as well as a robust and trusted network of suppliers who provide the required equipment rapidly and reliably. Among this equipment is a

large number of generators available to deploy immediately in the event of an emergency event.

This ability has been proven by our performance on current and recent contracts. For example, throughout our recent responses to Hurricanes Debby, Helene, and Milton on behalf of FDEM, we deployed nearly 300 generators to the field within 24 hours of notice to proceed to support LSAs, Base Camps, and other critical response activities. At the height of our response, we were responsible the deployment, maintenance, and operation of over 100 generators in the field simultaneously.

The following table represents a snapshot of our generator availability at the time of this proposal submission. As part of our turnkey services, LTS can provide the City with a detailed and regular reporting cadence on available assets (weekly, daily, etc.).

ITEM DESCRIPTION	SOUTHEASTERN US	NATIONWIDE
10KW & UNDER GENERATOR	869	2626
20KW DIESEL GENERATOR	777	2170
30KW DIESEL GENERATOR	6	42
36KW DIESEL GENERATOR	191	703
40KW DIESEL GENERATOR	63	204
56KW DIESEL GENERATOR	479	1217
80KW DIESEL GENERATOR	14	24
100KW DIESEL GENERATOR	242	630
120KW DIESEL GENERATOR	24	67
150KW DIESEL GENERATOR	49	146
175KW DIESEL GENERATOR	55	149
200KW DIESEL GENERATOR	38	145
250KW DIESEL GENERATOR	41	142
300KW DIESEL GENERATOR	33	115
350KW DIESEL GENERATOR	18	35
500KW DIESEL GENERATOR	43	146
750KW DIESEL GENERATOR	1	5
1000KW DIESEL GENERATOR	9	38
1500KW DIESEL GENERATOR	4	29
2000KW DIESEL GENERATOR	6	12

Inspection, Transport and Tracking

Each item in our inventory is regularly inspected to ensure that it meets FEMA requirements and prior to deployment we ensure that the equipment is compliant the local codes and environmental standards in the area where it will be delivered. LTS also has on hand all ancillary equipment and materials need to install the equipment, such as cables, switches, and other

accessories. Our warehouse, transportation, and vendor staff follow an inspection SOP prior to transport, ensuring that all equipment and ancillary items are inspected for good working condition, and all packages include the proper items to install and operate the generators.

The generator deployment process begins immediately upon notice to proceed, with logistics coordination through our Operations and Transportation teams. Pre-staged generators are identified from regional warehouses based on proximity and size requirements. Within hours, we develop load plans, dispatch drivers and carriers, and confirm transport routes are to ensure safe and efficient delivery despite potential infrastructure disruptions. Our proven packing and transport processes ensure that all equipment is in transit within 12 hours and operational on-site within 24 hours.

We outfit all deployed units with GPS-enabled equipment trackers, allowing us to provide live-feed tracking and reporting on all deployed resources. This information is deployed to the City in real-time via reporting dashboards populated with data from Samsara, Asset Panda, and other tracking systems.

Maintenance, Repair, and Replacement

While deployed, we perform regular service and maintenance on each generator according to manufacturer and client recommendations and requirements. Our team of technicians is experienced and available to perform this standard maintenance, on-site monitoring as requested. We provide a toll-free phone line, posted clearly on the equipment, that is manned 24/7 to accept calls from the field reporting equipment issues. When issues are identified through the phone line or other means, we will immediately dispatch a credentialed technician to arrive at the site within 4 hours to resolve the issue. Due to our robust equipment inventory, we are able to dispatch replacement units to arrive within 24 hours should the need arise.

Fueling

LTS can provide turnkey fueling for all deployed assets from commissioning through demobilization. We can handle the initial fill and 24/7 route fueling using a mix of LTS-owned DOT-compliant fuel trailers, contracted bobtail trucks, and, when needed, temporary fueling points with secondary containment; we maintain a 72-hour reserve and can dispatch emergency refuels within 4 hours. Fuel is tracked per asset with time-stamped delivery tickets which can be delivered in FEMA-ready reports. All operations comply with environmental protection and spill prevention regulations, with trained handlers, bonding/grounding, spill kits, and immediate reporting/mitigation to ensure environmental protection and spill prevention.

Demobilization

Upon mission completion or notice to demobilize assets, LTS will immediately engage demobilization protocols to support the timely, safe, and orderly removal of all equipment and ancillary supplies from the affected area. Our management and field personnel will conduct the following tasks, as well as any other event- or area-specific items that must be accounted for:

- Assess the condition of all accountable equipment and hard assets to identify any damages and repair or replacement needs.

- Pack any reusable or valuable resources such as cables, switches, and accessories for transport and storage.
- Dispose of any waste materials (including hazardous materials).
- Load all equipment and supplies into the provided transport vehicles and provide the City with ongoing status updates on asset removal.

Emergency Roofing

Recent Experience and Performance

This year, LTS has delivered emergency roofing repair services to support a State of Florida emergency construction project. As part of this initiative, LTS was tasked by FDEM with overseeing remediation, repairs and reconstruction of a 19-building public facility in North Florida. Some highlights of our work include:

- Mobilizing project management personnel to set up an operations center and liaise with the customer's onsite incident command within 12 hours of mission assignment.
- Performing visual inspections of all 19 facility structures.
- Dispatching structural engineers within 24 hours to complete for comprehensive inspections and condition assessment development within 7 days of assignment.
- Developing and executing a temporary roofing program for 3 single-story structures to allow immediate short-term occupancy upon work completion. We accomplished this by utilizing 45-mil single ply membranes with welded seams, and all work was completed within 72 hours of notice to proceed.
- Performed asbestos abatement by identifying, sampling, and lab testing asbestos-containing materials (ACM's) for all structures. Abatement work, including compliant clearance air testing, was performed in accordance with a pre-determined work schedule developed with FDEM.

Emergency Temporary Roofing Process

Our roofing crews mobilize immediately upon assignment to inspect structures damaged by the disaster to ensure the safety of our team and the surrounding properties. Within hours of arrival, we identify the most effective short-term protective measures based on existing conditions and the client's short-term occupancy objectives for each structure. We also develop a temporary protective roofing plan, ranging from heavy-duty tarps and shrink wrap to plastic underlayment and welded seam single-ply membranes.

We provide ancillary equipment and supplies such as light plants and supportive fuel assets are to support 24-hour operations. We deploy sump pumps as necessary to redirect/remove pooling water from flat roof areas, and water buffalos are mobilized to support any temporary water needs.

Damage Assessment Process

Our pre-vetted, licensed roofing contractors and structural engineers perform comprehensive visual evaluations of roofing and structural systems affected by the disaster. With the property owner's approval, we perform limited exploratory as necessary to fully observe existing conditions.

Suspected Roofing/other materials with ACM's are identified, and, if requested by the owner, sampled and lab-tested on an expedited basis by our contracted licensed environmental engineers.

We will supply the property owner and any other relevant stakeholders with condition assessment reports with narrative descriptions, photographs and sketches depicting roof and structural damage repair/replacements recommendations and abatement of ACM's (if any).

Throughout the process, we will coordinate with insurance adjusters, engineers, and local officials to ensure alignment with recovery requirements, supporting documentation and funding/reimbursement eligibility.

Permanent Roof Repair and Replacement Process

Depending on the property owner's long-term occupancy objectives and timeframes for completion of permanent repairs, LTS' licensed structural engineers develop roof repair narratives and/or roofing plans. These plans are submitted to the owner for review and approval, subsequent to the authority having jurisdiction (AHJ) for permit review in accordance with applicable law (or applicable emergency/executive order or other order lawful order of public authorities).

Once authorized, damaged roofing materials are demolished and properly disposed of in accordance with applicable law and owner-approved construction documents (if any). Repairs or full replacements - including flashing, insulation, weatherproofing, roof drainage tie-in, and other industry-standard improvements - are performed in accordance with applicable code and manufacturer specifications, and local custom.

Our project management team coordinates all permits and inspections required by the AHJ. In the event permits/inspections are not required under an applicable emergency/executive order, a private inspection program utilizing licensed structural engineers can implemented at the City's discretion to ensure adherence to applicable code and best industry practices.

Roofing Types and Materials

LTS' contractors maintain the capability and equipment to work across a range of roofing systems, including asphalt shingles, metal roofing, modified bitumen/BUR, single-ply membranes (EPDM, TPO, PVC), and clay or concrete tile.

Roofing system design is based on existing conditions/building configuration, building use, durability requirements, owner preferences, and budgetary objectives. Permanent roof systems are designed for 20-year NDL warranty or as otherwise required by the contracting authority.

Safety and Compliance

We ensure that all work performed by our personnel or any vendor or subcontractor adheres to OSHA, EPA, and applicable local safety regulations. We implement site-specific safety and

health plans, including incident investigation, fall protection, scaffold safety, and other industry standard guidelines and procedures based on the specific scope of work.

We develop and maintain traffic and temporary traffic control plans as necessary, and these plans are managed by trained and certified personnel. All construction crew leads conduct daily safety briefings and inspections to maintain a zero-incident work environment. Onsite Owner/Architect/Contractor meetings are conducted as necessary to complete work as efficiently as possible.

Project Supervision and Reporting

Project management personnel are mobilized upon assignment to familiarize our team with local conditions, coordinate asset intake, oversee structural evaluations and interface with all stakeholders throughout the mission. We mobilize a jobsite superintendent prior to roof work commencing, and they remain onsite daily until all temporary and/or permanent construction work is closed out. The jobsite superintendent is responsible and accountable for safety protocol enforcement and accident prevention.

LTS maintains detailed records on all labor, materials, equipment, and site conditions. Throughout the course of the project, we will provide the City with:

- Daily progress reports
- Photographic logs
- Final inspection reports
- Closeout packages with:
    - Applicable warranty documents
    - Final as-built drawings/shop drawings
    - Affidavits
    - Final releases of lien (if applicable)
    - Waivers of claim (if applicable)

All documentation is prepared to support reimbursement under FEMA, state, or local disaster recovery programs.

Proposed Costs

This price schedule on the following pages is offered on a **time-and-materials** basis to support the requested disaster services. Pricing for the key services requested by the City appear first in the schedule, with pricing for additional services displayed below should the City require those services.

For each activation, the client will issue a task order; LTS will respond with a brief activation plan (scope, anticipated quantities, deployment timeline, and a not-to-exceed amount). Work performed will be billed at the contract unit rates and the actual quantities of labor, equipment, materials, and services utilized.

LTS will maintain daily logs and photo documentation to substantiate quantities and progress. Deliveries, usage, inspections, and service intervals are recorded and available for audit and reimbursement support. The menu is modular and scalable only items actually requested and used are billed, allowing the client to right-size resources to incident conditions and budget.

Billing & assumptions (summary):

- Initiation only upon client request and tied to an approved task order with a stated NTE.
- Unit rates cover standard operations; overtime/holiday premiums, if applicable, follow contract labor rules.
- Mobilization/demobilization, delivery/pickup, fuel, consumables, and disposal are billed per listed line items and actual usage.
- Standby/delay and minimums apply when resources are on site, ready, and unable to work for reasons beyond our control (e.g., weather, access).
- Third-party costs (e.g., permits, testing, specialized inspections) are billed per contract terms.
- Safety, documentation, and closeout deliverables are included in our standard operating approach; final inspection packets are provided at demobilization.

This structure gives the client flexibility to scale up or down rapidly while maintaining cost control and complete documentation suitable for grant and reimbursement programs.

LTS

SHELF STABLE, BOXED, AND BUFFET-STYLE MEALS

SHELF-STABLE MEALS

Quantity	Description	Unit	Purchase Price
1	SHELF-STABLE MEALS (ADULT Low Sodium)	12/CS	$269.28
1	SHELF-STABLE MEALS (SENIOR ADULT/CHILD)	12/CS	$179.52
1	SHELF-STABLE MEALS (KOSHER)	12/CS	$246.84
1	SHELF-STABLE MEALS (ADULT, 24 HOUR, Low Sodium)	12/CS	$269.28
1	SHELF-STABLE MEALS (HALAL)	12/CS	$302.94

BOXED MEALS

Quantity	Description	Unit	Purchase Price
1	BOXED BREAKFAST	EA	$23.56
1	BOXED LUNCH/DINNER	EA	$23.56
1	BOXED MIDNIGHT DINNER	EA	$23.56

HOT MEALS

Quantity	Description	Unit	Purchase Price
1	Hot Meals (3 Per Day)	EA	$145.00

HOTELING PERSONNEL RATE SHEET

SINGLE RESOURCES

Quantity	Description	Work Rate	Unit
1	Program Manager	$300.00	HR
1	Deputy Program Manager	$262.50	HR
1	Technical Lead	$187.50	HR
1	Constituent Services Manager	$165.00	HR
1	Finance and Contracting Lead	$255.00	HR
1	Manager - Operations	$225.00	HR
1	Deputy Manager - Hotel Operations	$165.00	HR
1	Feeding Specialist	$90.00	HR
1	Emergency Maintenance Contact Center Manager	$150.00	HR
1	Contact Center Agent	$82.50	HR

PRIME POWER - INDIVIDUAL RATE SHEET

SINGLE RESOURCES

Quantity	Description	Lease Rate	Unit
1	10KW Generators	$1,148.40	WK
1	15KW Generators	$1,148.40	WK
1	20KW Generators	$1,148.40	WK
1	25KW Generators	$1,196.25	WK
1	30KW Generators	$1,405.25	WK
1	35KW Generators	$1,454.64	WK
1	36KW Generators	$1,515.25	WK
1	40KW Generators	$1,804.00	WK
1	45KW Generators	$1,804.00	WK
1	48KW Generators	$1,804.00	WK
1	50KW Generators	$1,804.00	WK
1	56KW Generators	$1,731.84	WK
1	60KW Generators	$2,405.04	WK
1	70KW Generators	$2,405.04	WK

1	75KW Generators	$2,505.25	WK
1	80KW Generators	$2,505.25	WK
1	90KW Generators	$2,505.25	WK
1	100KW Generators	$3,181.20	WK
1	110KW Generators	$3,181.20	WK
1	125KW Generators	$3,181.20	WK
1	144KW Generators	$3,421.44	WK
1	150KW Generators	$3,421.44	WK
1	174KW Generators	$3,548.16	WK
1	175KW Generators	$3,548.16	WK
1	176KW Generators	$3,548.16	WK
1	180KW Generators	$3,719.76	WK
1	200KW Generators	$3,719.76	WK
1	225KW Generators	$4,678.08	WK
1	240KW Generators	$4,678.08	WK
1	250KW Generators	$4,678.08	WK
1	300KW Generators	$5,013.36	WK
1	320KW Generators	$6,061.44	WK
1	350KW Generators	$6,061.44	WK
1	400KW Generators	$8,182.94	WK
1	450KW Generators	$8,182.94	WK
1	480KW Generators	$8,182.94	WK
1	500KW Generators	$8,182.94	WK
1	550KW Generators	$12,759.12	WK
1	575KW Generators	$12,759.12	WK
1	600KW Generators	$12,759.12	WK
1	640KW Generators	$16,412.22	WK
1	675KW Generators	$16,412.22	WK
1	728KW Generators	$16,412.22	WK
1	750KW Generators	$16,412.22	WK
1	800KW Generators	$16,412.22	WK
1	850KW Generators	$19,313.32	WK
1	1000KW Generators	$19,313.32	WK
1	1200KW Generators	$26,833.36	WK
1	1250KW Generators	$26,833.36	WK
1	1400KW Generators	$26,833.36	WK
1	1500KW Generators	$29,616.84	WK
1	1600KW Generators	$29,616.84	WK
1	1750KW Generators	$31,577.04	WK
1	2 MW POWER PLANT	$30,888.00	WK
1	3 MW POWER PLANT	$46,332.00	WK
1	5 MW POWER PLANT	$77,220.00	WK
1	Generator Cable	$1.65	FT
1	45 kVA Transformer	$419.38	WK
1	75 kVA Transformer	$453.75	WK
1	100 kVA Transformer	$1,660.86	WK
1	150 kVA Transformer	$1,918.75	WK
1	225 kVA Transformer	$2,183.28	WK
1	300 kVA Transformer	$2,303.40	WK
1	400 kVA Transformer	$2,620.20	WK
1	500 kVA Transformer	$3,414.84	WK
1	750 kVA Transformer	$4,602.84	WK
1	1000 kVA Transformer	$2,805.00	WK
1	1500 kVA Transformer	$5,299.80	WK
1	2000 kVA Transformer	$3,575.00	WK
1	600 Amp Line Panel	$948.47	WK
1	800 Amp Line Panel	$1,081.67	WK
1	1200 Amp Line Panel	$1,234.93	WK
1	4000 Watt Generated Light Plant	$2,180.64	WK
1	6000 Watt Generated Light plant	$2,180.64	WK
1	1000 Watt Light Tower	$1,452.00	WK
1	Power Cords - High Voltage, Bulk	$1.65	FT
1	Power Distribution Box (Spider Boxes)	$429.00	WK
1	Power Cords, 12/3, 100' Extension	$66.00	WK
1	Power Cords, 12/3, 50' Light Strings	$33.00	WK

EMERGENCY ROOFING RATE SHEET			
SINGLE RESOURCES			
Quantity	**Description**	**Work Rate**	**Unit**
1	Project Manager	$225.00	HR
1	Roofer, Commercial Construction	$155.00	HR
1	Apprentice, Construction Trades	$145.00	HR
1	Temporary Roofing	$10.00	SQFT
1	Permanent Roofing	$13.00	SQFT

LTS

LOGISTICS PERSONNEL RATE SHEET

SINGLE RESOURCES

Quantity	Description	Work Rate	Unit
1	Project / Operations Manager	$175.00	HR
1	Project / Operations Manager; Overtime	$262.50	HR
1	Hydrology Engineer	$127.00	HR
1	General Contractor, Florida Licensed	$165.00	HR
1	HazMat / Resource Supervisor	$110.00	HR
1	HazMat / Resource Supervisor; Overtime	$165.00	HR
1	Equipment Operator / HazMat Technician	$51.70	HR
1	Equipment Operator / HazMat Technician; Overtime	$77.55	HR
1	Resource Supervisor	$112.00	HR
1	Resource Supervisor; Overtime	$168.00	HR
1	Logistical Staging Area Managers	$83.60	HR
1	Logistical Staging Area Managers Overtime	$125.40	HR
1	Warehouse Supervisor	$58.52	HR
1	Warehouse Supervisor Overtime	$86.94	HR
1	Warehouse Worker - Fork Lift Certified	$66.88	HR
1	Warehouse Worker - Fork Lift Certified Overtime	$100.32	HR
1	Resource Technicians	$123.75	HR
1	Resource Technicians; Overtime	$154.69	HR
1	Field Clerk	$58.52	HR
1	Field Clerk; Overtime	$86.94	HR
1	Air Monitoring Team (3 man Team) (No Equipment)	$275.00	HR
1	Electrical Technician	$75.24	HR
1	Electrical Technician; Overtime	$112.02	HR
1	Operator, Equipment	$75.24	HR
1	Operator, Equipment; Overtime	$112.02	HR
1	Carpenter, Commercial Construction	$170.00	HR
1	Electrician, Commercial Construction	$185.00	HR
1	Plumber, Commercial Construction	$175.00	HR
1	Worker, Clean-up, Commercial Construction	$55.18	HR
1	Apprentice, Construction Trades	$145.00	HR
1	Roofer, Commercial Construction	$155.00	HR
1	Machinist	$58.52	HR
1	Maintenance Technician	$66.88	HR
1	Maintenance Technician - Overtime	$100.32	HR
1	Generator Technician	$112.00	HR
1	Genertator Technician - Overtime	$168.00	HR
1	Rescue Technician	$102.30	HR
1	Rescue Technician; Overtime	$153.45	HR
1	Rescue Supervisor	$126.50	HR
1	Rescue Supervisor; Overtime	$189.75	HR

1	Driver Manager	$66.88	HR
1	Driver Manager; Overtime	$100.32	HR
1	Traffic Control Technician (TCT)	$50.16	HR
1	Traffic Control Supervisor (TCS)	$75.24	HR
1	First In Team includes 4@ Rubber Tired Loaders w/ Operators; 3 Chainsaw Crews (2 persons per crew) and 1 Supervisor	$616.00	HR

LTS

PUMPS - INDIVIDUAL RATE SHEET				
Quantity	Description	Lease Rate	Unit	Amt
1	2” dewatering and trash pumps	$540.00	WK	$540.00
1	Support equipment - 50' Discharge	$30.60	WK	$30.60
1	Support equipment - 20' Suction	$30.60	WK	$30.60
1	3” dewatering and trash pumps	$594.00	WK	$594.00
1	Support equipment - 50' Discharge	$82.80	WK	$82.80
1	Support equipment - 20' Suction	$82.80	WK	$82.80
Dewatering and Trash Pumps – Large (trailer)				
1	4” dewatering and trash pumps	$1,620.00	WK	$1,620.00
1	Support equipment - 50' Discharge	$99.00	WK	$99.00
1	Support equipment - 20' Suction	$99.00	WK	$99.00
1	Support equipment - 4" Strainer	$21.60	WK	$21.60
1	6” dewatering and trash pumps	$2,565.00	WK	$2,565.00
1	Support equipment - 50' Discharge	$126.00	WK	$126.00
1	Support equipment - 20' Suction	$126.00	WK	$126.00
1	Support equipment - 6" Strainer	$45.00	WK	$45.00
1	8” dewatering and trash pumps	$3,240.00	WK	$3,240.00
1	Support equipment - 50' Discharge	$198.00	WK	$198.00
1	Support equipment - 10' Suction	$198.00	WK	$198.00
1	Support equipment - 8" Strainer	$54.00	WK	$54.00
1	10” dewatering and trash pumps	$6,075.00	WK	$6,075.00
1	Support equipment - 50' Discharge	$360.00	WK	$360.00
1	Support equipment - 10' Suction	$360.00	WK	$360.00
1	Support equipment - 10" Strainer	$54.00	WK	$54.00
1	12” dewatering and trash pumps	$6,210.00	WK	$6,210.00
1	Support equipment - 25' Discharge	$540.00	WK	$540.00
1	Support equipment - 10' Suction	$540.00	WK	$540.00
1	Support equipment - 12" Strainer	$63.00	WK	$63.00
1	16”+ dewatering and trash pumps	$16,740.00	WK	$16,740.00
1	Support equipment - 25' Discharge	$630.00	WK	$630.00
1	Support equipment - 10' Suction	$630.00	WK	$630.00
1	Support equipment - 16"+ Strainer	$108.00	WK	$108.00
High Pressure Non-Solids Handling Pumps				
1	4” pumps	$2,565.00	WK	$2,565.00
1	6” pumps	$2,565.00	WK	$2,565.00
1	8” pumps	$3,240.00	WK	$3,240.00
1	Support equipment		WK	$0.00
1	4" Suction Hose	$99.00	WK	$99.00
1	6" Suction Hose	$126.00	WK	$126.00
1	8" Suction Hose	$198.00	WK	$198.00

LTS

RESPONDER BASE CAMPS RATE SHEET					
RESPONDER BASE CAMP (SUPPORTS 1,000 PERSONS)					
Quantity	**NIMS Typing**	**Description**	**Work Rate**	**Unit**	**Total Amount**
1	TYPE I	**MOBILIZATION**	$668,240.00	Ea	$668,240.00
1	TYPE I	**OPERATIONS**	$607,500.00	Day	$607,500.00
1	TYPE I	**DEMOBILIZATION**	$668,250.00	Ea	$668,250.00
		1,000 person Base Camp with HVAC capabilities to meet the situation, ADA compliance required for all facilities, lavatory facilities provided, laundry facilities, showering facilities, cooking facilities and food services, satellite communication capability, waste / refuse collection and removal as necessary, lodging facilities to include bedding, linens, and applicable hygiene kits as requested. ***Must be fully operational 72-96 hours from notification to mobilize.***			
RESPONDER BASE CAMP (SUPPORTS 750 PERSONS)					
Quantity	**NIMS Typing**	**Description**	**Work Rate**	**Unit**	**Total Amount**
1	TYPE II	**MOBILIZATION**	$501,187.00	Ea	$501,187.00
1	TYPE II	**OPERATIONS**	$455,625.00	Day	$455,625.00
1	TYPE II	**DEMOBILIZATION**	$501,187.00	Ea	$501,187.00
		750 person Base Camp with HVAC capabilities to meet the situation, ADA compliance required for all facilities, lavatory facilities provided, laundry facilities, showering facilities, cooking facilities and food services, satellite communication capability, waste / refuse collection and removal as necessary, lodging facilities to include bedding, linens, and applicable hygiene kits as requested. ***Must be fully operational 72-96 hours from notification to mobilize.***			
RESPONDER BASE CAMP (SUPPORTS 500 PERSONS)					
Quantity	**NIMS Typing**	**Description**	**Work Rate**	**Unit**	**Total Amount**
1	TYPE III	**MOBILIZATION**	$364,500.00	Ea	$364,500.00
1	TYPE III	**OPERATIONS**	$303,750.00	Day	$303,750.00
1	TYPE III	**DEMOBILIZATION**	$364,500.00	Ea	$364,500.00
		500 person Base Camp with HVAC capabilities to meet the situation, ADA compliance required for all facilities, lavatory facilities provided, laundry facilities, showering facilities, cooking facilities and food services, satellite communication capability, waste / refuse collection and removal as necessary, lodging facilities to include bedding, linens, and applicable hygiene kits as requested. ***Must be fully operational 72-96 hours from notification to mobilize.***			
RESPONDER BASE CAMP (SUPPORTS 250 PERSONS)					
Quantity	**NIMS Typing**	**Description**	**Work Rate**	**Unit**	**Total Amount**
1	TYPE IV	**MOBILIZATION**	$189,843.75	Ea	$189,843.75
1	TYPE IV	**OPERATIONS**	$151,875.00	Day	$151,875.00
1	TYPE IV	**DEMOBILIZATION**	$189,843.75	Ea	$189,843.75
		250 person Base Camp with HVAC capabilities to meet the situation, ADA compliance required for all facilities, lavatory facilities provided, laundry facilities, showering facilities, cooking facilities and food services, satellite communication capability, waste / refuse collection and removal as necessary, lodging facilities to include bedding, linens, and applicable hygiene kits as requested. ***Must be fully operational 48-72 hours from notification to mobilize.***			
RESPONDER BASE CAMP (SUPPORTS 100-150 PERSONS)					
Quantity	**NIMS Typing**	**Description**	**Work Rate**	**Unit**	**Total Amount**
1	MOBILE	**MOBILIZATION**	$123,018.00	Ea	$123,018.00
1	MOBILE	**OPERATIONS**	$91,125.00	Day	$91,125.00
1	MOBILE	**DEMOBILIZATION**	$123,018.00	Ea	$123,018.00
		100-150 person Base Camp with HVAC capabilities to meet the situation, ADA compliance required for all facilities, lavatory facilities provided, laundry facilities, showering facilities, cooking facilities and food services, satellite communication capability, waste / refuse collection and removal as necessary, lodging facilities to include bedding, linens, and applicable hygiene kits as requested. ***Must be fully operational 24-36 hours from notification to mobilize.***			

LTS

TEMPORARY STRUCTURES - INDIVIDUAL RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	Mobile Command Center	$15,000.00	WK	$15,000.00
1	Mobile Sleeping Unit - 8 Individual Rooms	$25,000.00	WK	$25,000.00
1	Mobile Classroom Unit, 14'x54' with stairs	$4,158.00	WK	$4,158.00
1	Mobile Classroom Unit, 24'x40' with stairs	$5,280.00	WK	$5,280.00
1	Mobile Classroom Unit, 24'x68' with stairs	$8,976.00	WK	$8,976.00
1	Mobile Classroom Unit, 24'x44' with stairs	$5,808.00	WK	$5,808.00
1	Portable Storage Containers - 8' X 40' (CONEX/MILVAN)	$1,800.00	WK	$1,800.00
1	Portable Storage Containers - 8' X 20' (CONEX/MILVAN)	$1,600.00	WK	$1,600.00
1	Tent, 20' X 20' w/ side curtains and floor	$5,488.00	WK	$5,488.00
1	Tent, 40' X 40' w/ side curtains and floor	$10,976.00	WK	$10,976.00
1	Tent, 10' X 10' Pop-Up	$528.00	WK	$528.00
1	Tent, 10' X 15' Pop-Up	$792.00	WK	$792.00
1	Chairs, folding	$3.00	DY	$3.00
1	6' Table, folding	$12.00	DY	$12.00
1	8' Table, folding	$15.00	DY	$15.00
1	50' String Lighting	$19.80	WK	$19.80
1	100' String Lighting	$130.00	WK	$130.00
1	Tents - 60' x 100' x 7'; Seats 500	$41,160.00	WK	$41,160.00
1	Tents - 30' x 90' x 7' ; Sleeps 125	$18,522.00	WK	$18,522.00
1	Tents - 30' x 60' x 7' ; Sleeps 100	$12,348.00	WK	$12,348.00

LTS

ENVIRONMENTAL CONTROL - RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	5 - Ton Air Conditioner Unit	$2,150.00	WK	$2,150.00
1	10 - Ton Air Conditioner Unit	$2,560.00	WK	$2,560.00
1	15 - Ton Air Conditioner Unit	$2,990.00	WK	$2,990.00
1	20 - Ton Air Conditioner Unit	$4,127.11	WK	$4,127.11
1	25 - Ton Air Conditioner Unit	$4,127.11	WK	$4,127.11
1	30 - Ton Air Conditioner Unit	$4,312.00	WK	$4,312.00
1	40 - Ton Air Conditioner Unit	$4,500.00	WK	$4,500.00
1	50 - Ton Air Conditioner Unit	$4,500.00	WK	$4,500.00
1	60 - Ton Air Conditioner Unit	$4,500.00	WK	$4,500.00
1	75 - Ton Air Conditioner Unit	$5,544.00	WK	$5,544.00
1	80 - Ton Air Conditioner Unit	$5,544.00	WK	$5,544.00
1	Insulated Ductwork (Per Foot)	$4.00	FT/WK	$4.00
1	1125 CFM Desiccant Dehumidifier	$8,120.00	WK	$8,120.00
1	2250 CFM Desiccant Dehumidifier	$11,000.00	WK	$11,000.00
1	4500 CFM Desiccant Dehumidifier	$13,000.00	WK	$13,000.00
1	Air Scrubber w/ filters	$757.68	WK	$757.68
1	Air Scrubber w/out filters	$382.80	WK	$382.80

LTS

MHE - INDIVIDUAL RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	Forkllift Carpet Poles (For Use w/Rolls of FEMA roofing tarps)	$132.00	WK	$132.00
1	Pallet Grabbers w/Chain	$13.20	WK	$13.20
1	Pallet Jack	$29.04	WK	$29.04
1	Electric Pallet Jack	$481.80	WK	$481.80
1	Forkllift Loading ramps	$2,442.00	WK	$2,442.00
1	Dock Plates	$39.60	WK	$39.60
1	25,000-35,000 Lb. Forklift	$3,570.60	WK	$3,570.60
1	15,000 lb. Forklift	$1,953.60	WK	$1,953.60
1	9,000 - 10,000 lb. Forklift	$1,313.40	WK	$1,313.40
1	8000 Lb. Forklift	$1,023.00	WK	$1,023.00
1	6000 Lb. Forklift	$1,023.00	WK	$1,023.00
1	5000 Lb Forklifts	$693.00	WK	$693.00
1	Rough Terrain Forklift - Straight Mast	$1,333.20	WK	$1,333.20
1	Rough Terrain Forklift - 5K Shooting Boom	$1,293.60	WK	$1,293.60
1	Rough Terrain Forklift - 6K Shooting Boom	$1,696.20	WK	$1,696.20
1	Rough Terrain Forklift - 8K Shooting Boom	$1,841.40	WK	$1,841.40
1	Rough Terrain Forklift - 9K Shooting Boom	$1,841.40	WK	$1,841.40
1	Rough Terrain Forklift - 10K Shooting Boom	$2,725.80	WK	$2,725.80
1	Propane Tank (8 gallon, 33 pounds)	$9.24	WK	$9.24
1	Portable Loading Dock, 20 X 20' w/ramp and stairs	$2,442.00	WK	$2,442.00
1	48X40 #1 Recycled Wood Pallets	$6.88	EA	$6.88
1	15X2000 60 GA Blown Wrap	$17.19	RL	$17.19
1	20X6000 60 GA Cast Mach Lgth Wrap	$61.88	RL	$61.88

HEAVY EQUIPMENT RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	1000 Gallon Water Bladder w/valves (potable)	$930.60	WK	$930.60
1	1000 Gallon Waste Water Bladder w/valves	$1,009.80	WK	$1,009.80
1	Loader - 1/2 yard	$1,504.80	WK	$1,504.80
1	Loader - 3/4 yard	$1,504.80	WK	$1,504.80
1	Loader - 1 yard	$2,824.80	WK	$2,824.80
1	Loader - 2 1/2 yard	$2,765.40	WK	$2,765.40
1	Loader - 2 3/4 yard	$3,161.40	WK	$3,161.40
1	Track Material Handler	$41,580.00	WK	$41,580.00
1	Skid Steer - 1750 Lb.	$1,293.60	WK	$1,293.60
1	Skid Steer - 2400 Lb.	$1,306.80	WK	$1,306.80
1	Skid Steer - 1900 Lb. Track	$1,122.00	WK	$1,122.00
1	Skid Attachment - Grapple	$369.60	WK	$369.60

1	Skid Attachment - Forks	$224.40	WK	$224.40
1	Skid Attachment - Broom	$422.40	WK	$422.40
1	Telehandler 20'	$1,631.52	WK	$1,631.52
1	Telehandler 42'	$1,700.16	WK	$1,700.16
1	Telehandler 50'	$2,787.84	WK	$2,787.84
1	Landfill Compactor	$2,887.50	WK	$2,887.50
1	D3 Cat Small Track-Type Tractor	$2,501.40	WK	$2,501.40
1	D4 Cat Small Track-Type Tractor	$2,765.40	WK	$2,765.40
1	D5 Cat Small Track-Type Tractor	$2,897.40	WK	$2,897.40
1	D6 Cat Medium Track-Type Tractor	$3,029.40	WK	$3,029.40
1	D7 Cat Medium Track-Type Tractor	$3,366.00	WK	$3,366.00
1	D8 Cat Large Track-Type Tractor	$3,498.00	WK	$3,498.00
1	D9 Cat Large Track-Type Tractor	$3,630.00	WK	$3,630.00
1	Ditch / Trench Digger	$1,861.20	WK	$1,861.20
1	Stump Grinder	$1,379.40	WK	$1,379.40
1	Tub Grinder	$108,240.00	WK	$108,240.00
1	Brush Chipper	$1,927.20	WK	$1,927.20
1	Debris Reduction Shredder	$47,520.00	WK	$47,520.00
1	Water tight 8' X 40' burial containers with liners and sealed lids for animal disposal	$9,625.00	WK	$9,625.00
1	Cranes, Mobile - 35 Ton	$39,600.00	WK	$39,600.00
1	Cranes, Mobile - 50 Ton	$39,600.00	WK	$39,600.00
1	Cranes, Mobile - 70 Ton	$27,720.00	WK	$27,720.00
1	Cranes, Mobile - 100 Ton	$32,725.00	WK	$32,725.00
1	Cranes, Mobile - 200 Ton	$53,900.00	WK	$53,900.00
1	Cranes, Lattice Boom - 550 Ton	$10,312.50	WK	$10,312.50
1	Cranes, Lattice Boom - 750 Ton	$10,312.50	WK	$10,312.50
1	Cranes, Truck-mounted telescopic - 35 Ton	$32,868.00	WK	$32,868.00
1	Cranes, Truck-mounted telescopic - 45 Ton	$19,250.00	WK	$19,250.00
1	Cranes, Compact - 55 Ton	$19,250.00	WK	$19,250.00
1	Compressor, Air, trailer mounted, 250 CFM - 100 PSI	$1,009.80	WK	$1,009.80
1	Welder, Trailer Mounted, 400 Amp	$343.20	WK	$343.20

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SUPPORT EQUIPMENT RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	Variable Message Board	$1,122.00	WK	$1,122.00
1	Traffic Barricades, folding	$75.00	WK	$9.24
1	Traffic Cones	$12.00	WK	$5.17
1	Traffic Barriers, 8'	$145.00	WK	$33.00
1	Traffic Barricades, Barrel	$125.00	WK	$9.24
1	Barricades, Jersey - Composite	$225.00	WK	$33.00
1	Barricades, Jersey - Concrete	$400.00	WK	$52.80
1	Traffic Lights, Portable	$1,300.00	WK	$25.74
1	Traffic Lights, Portable, Solar powered	$1,300.00	WK	$59.40
1	Chocks, Wheel	$25.00	WK	$6.88
1	Fence, Temporary orange construction	$0.94	FT	$0.94
1	Fence, Temporary, Chain link w/posts and gates	$7.00	FT	$7.00

COMMUNICATIONS EQUIPMENT				
Qty	Description	Lease Rate	Unit	Total Amount
1	Communications Satellite, Modem, Wireless Router	$1.10	WK	$1.10
1	Communications Data Liaison	$158.40	HR	$158.40
1	100' 12/3 Extension Cords	$19.25	WK	$385.00
1	Electrical Strips	$3.96	WK	$79.20
1	KA band Satellite Data unit 17mbps down by 6mbps up	$4,646.40	WK	$4,646.40
1	Cradlepoint unit that is firstnet capable and has provider diversity	$976.80	WK	$976.80
1	VOIP Lines integrated into data package	$13.20	WK	$52.80
1	Verizon capable network extender	$924.00	WK	$924.00
1	AT&T capable network extender	$924.00	WK	$924.00
1	Iridium PTT Satellite Phones	$217.80	WK	$435.60

LTS

SANITATION RESOURCES - RATE SHEET				
Quantity	Description	Lease Rate	Unit	Total Amount
1	8 Stall Restroom Trailer or Equivalent	$36,500.00	WK	$36,500.00
1	8 Stall Shower Trailer or Equivalent	$36,500.00	WK	$36,500.00
1	Laundry Trailer	$38,500.00	WK	$38,500.00
1	ADA Restroom Trailer	$35,000.00	WK	$35,000.00
1	3 CY Dumpster - Includes Daily service, install, and demolization.	$3,000.00	WK	$3,000.00
1	20 CY Open Top Dumpster - Includes Daily service, install, and demobilization.	$4,800.00	WK	$4,800.00
1	30 CY Open Top Dumpster - Includes Daily service, install, and demobilization.	$5,200.00	WK	$5,200.00
1	Handwash Stations - Includes Daily service, supplies, install, and demobilization.	$450.00	WK	$450.00
1	Portapotties - includes daily service and supplies, install, and demobilization.	$850.00	WK	$850.00
1	Portapotties (ADA) - Includes daily service and supplies, install, and demobilization.	$900.00	WK	$900.00

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TRANSPORTATION EQUIPMENT				
Qty	Description	Lease Rate	Unit	Total Amount
1	Company Vehicle (Per Vehicle)	$ 1,260.00	WK	$ 1,260.00
1	Mechanics Trucks	$ 1,890.00	WK	$ 1,890.00
1	Fuel - Diesel	$ 7.20	GAL	$ 7.20
1	Fuel - Gas	$ 7.20	GAL	$ 7.20
1	Fuel Transport	$ 57,960.00	WK	$ 57,960.00
1	Bobtail Fuel Truck	$ 57,960.00	WK	$ 57,960.00
1	Roll-Back Unit	$ 21,420.00	WK	$ 21,420.00
1	Rotator (12 hour shift)	$ 43,092.00	WK	$ 43,092.00
1	Landoll	$ 25,200.00	WK	$ 25,200.00
1	Box Truck	$ 13,185.90	WK	$ 13,185.90
1	Refrigerated Box Truck	$ 21,420.00	WK	$ 21,420.00

Additional Information:

During disaster response operations, time, coordination, and communication are critical to mission success. To ensure efficiency and accountability, the City requires a single vendor and centralized point of contact to manage all aspects of the response. LTS is uniquely qualified to fulfill this role, offering comprehensive capabilities and proven experience across the full spectrum of emergency support services.

Utilizing multiple vendors often results in fragmented communication, increased administrative burden for the City, and higher operational risk due to delays and cross-company coordination challenges. In contrast, LTS provides experienced Emergency Operations Center (EOC) leadership, enabling unified command, streamlined decision-making, and a single, reliable flow of information between field operations and command staff. This integrated structure allows critical information to move seamlessly in both directions—ensuring faster, safer, and more coordinated response efforts.

Should the City select LTS as its single partner to perform these services, we would supply our experience EOC leadership to imbed with the City's Incident Command during a response to support efficient, accurate, and transparent communication and coordination. Members of our leadership team who would be deployed in this capacity have experience in the EOC settings for a multitude of disaster incidents, including but not limited to:

- Virginia SEOC – Hurricane Isabel, multiple training and planning exercises 2002-2006
- South Carolina SEOC – Ongoing private sector liaison 2004 - 2008
- Louisiana EOC – Hurricane Katrina, hurricane Rita
- Florida SEOC – Every major response event since 2001 (over 20 hurricanes and other events)
- Houston EOC – Liaison officer for response to the Matagorda Island oil spill, tropical storm Allison
- Oregon EOC –Union Pacific train derailment
- Texas SOC – 2006-2007 flood response
- New York City and New York State EOCs – 2001 World Trade Center
- Washington, Oregon, Montana EOCs – Planning and training exercises as private sector liaison

By selecting LTS as the City's single-source provider, the City secures a partner with the proven capacity to plan, coordinate, and execute critical Emergency Feeding, Lodging, Generator, and Roofing operations under one unified framework. Our integrated approach eliminates the inefficiencies and communication gaps inherent in multi-vendor coordination, ensuring a seamless flow of information, rapid mobilization, and consistent quality of service across all mission areas. Backed by decades of real-world EOC experience and a deep bench of specialized personnel, LTS delivers the speed, reliability, and accountability essential to protecting lives and restoring community stability in the aftermath of disaster events.

Required Forms

Please see the following pages for our completed “Exhibit C – Proposal Submission Statement,” followed by our completed “Subcontracting and Major Supplier Plan.”

PROPOSAL SUBMISSION TEMPLATE

Please include the following pages, or a reasonable facsimile thereof, with signature, and additional narrative pages, as your proposal.

Please see the main RFP document for submission due date and location.

Corporate name Longview International Technology Solutions, Inc.
(Please ensure your corporate name is consistent on all insurance and license documents)

Corporate point of contact for this proposal:

Name: Kenneth DeCastro Title: Vice President, Disaster Response

Email Kdecastro@lts.com Phone: (850) 509-0203

Corporate mailing address:

12930 Worldgate Dr #300, Herndon, VA 20170

Submit a package that includes the following:

Cover Letter: Include a Cover Letter briefly describing your firm and its experience and expertise in the area of Disaster Support Services as required by this RFP. Please indicate WHICH of the FOUR support services you can provide:

MEALS
LODGING
EMERGENCY POWER GENERATION
ROOFING/TARPING

Team Organization: Experience and Certifications/Qualifications. Include resumes of key persons you intend to provide services for this City project.

Past Performance: Provide summaries of Customers for whom you are providing this or similar services. Include name, a point of contact, areas in which you provide services, key challenges, and successes**.**

Plan/Approach to the Project: Indicate how you intend to accomplish the work required. Please include, at a minimum:

- Response routine throughout the year
- Mobilization processes

Remote vs On-site service expectations

SubContractors you intend to use (if any – prepare and submit SubContractor Plan as well)

Software or special technical support you intend to use.

Proposed Costs: Provide all of your expected billing rates for all categories of support and services. Include any additional items you anticipate billing the City besides hourly rates. For products, indicate how you will price.

Additional Information: Any additional information you believe relevant**. Use this section to indicate if you provide specific advantages by integration of all services. You may also suggest other relevant services you provide that you recommend the City include with these services.**

SIGNATURE

I certify that the enclosed representations are true and accurate, I am authorized to act on behalf of the indicated Proposer, that on behalf of the Proposer, I understand and am willing to be bound by the performance specifications of this proposal and the responsive submissions accompanying this document, with the following exceptions as noted: (if None, write "None" below).

None

Proposer Corp. Name: Longview International Technology Solutions, Inc.

Authorized Agent Name (PRINTED): Anthony Rush

Signature: Anthony D. Rush

Title: Vice President of Contracts

Date: October 14, 2025

EXHIBIT B SUBContractor, MAJOR SUPPLIER FORM – SUBMIT WITH PROPOSAL

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Longview International Technology Solutions, Inc.
Address	12930 Worldgate Dr. Suite 300, Herndon, VA 20170
Telephone	703 657 5500
E-Mail	em@lts.com

RFP/RFQ Solicitation Number	5965
Project Description	Disaster Support Services
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 126 Female 81 Minority 35 Non-minority 172 SDVO _____ Total #of Employees 207

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Anthony Rush

Signature: Anthony D. Rush Date: 10/16/2025

Title: VP of Contracts

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: Kenneth DeCastro Title: VP, Operations & Development

Email: kdecastro@lts.com Phone: (850) 509-0203

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Longview International Technology Solutions, Inc. Your Bid/Proposal Amount $ IDIQ Date: 10/16/2025

/ 10/16/2025/ Description Disaster Support Services

Name of Bidder/Proposer: Longview International Technology Solutions, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
R&R Universal Solutions	7863818555	Field labor & Janitorial Staffing	IDIQ	18%	YES	
Sunbelt Rentals	2514080807	Equipment Leasing	IDIQ	15%	NO	
Dootie Calls	8138007667	Catering, Sanitation	IDIQ	15%	NO	

EXHIBIT C Contractor Insurance Requirements

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.

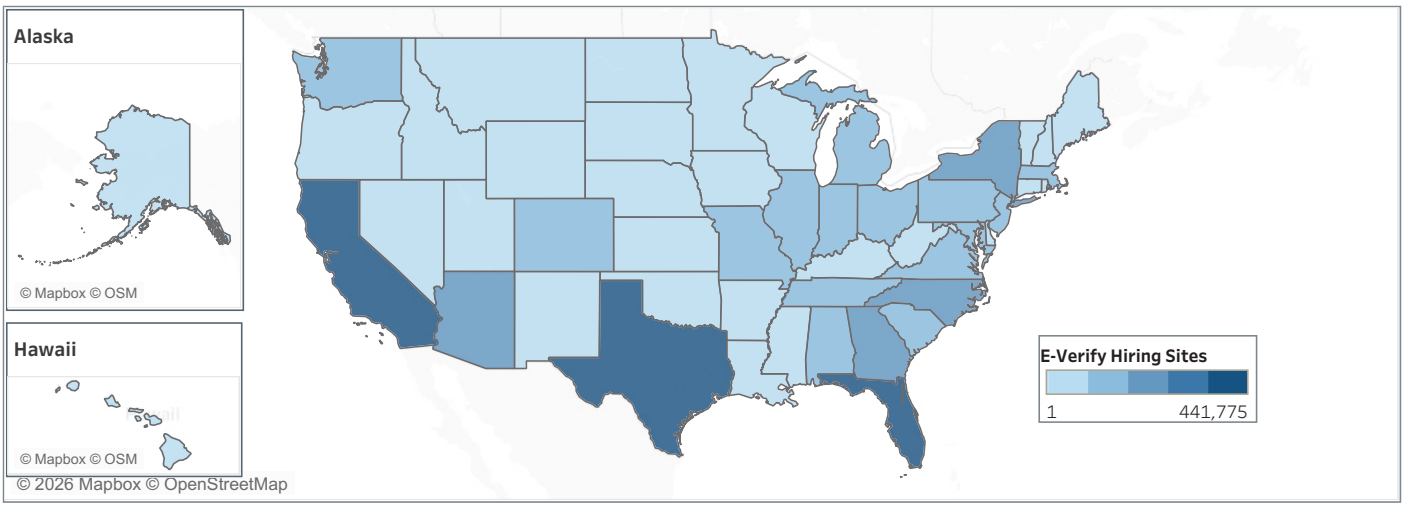
CANCELLATION

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.

EXHIBIT E E-VERIFY



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this year**]

Business Name [Input Employer's legal name or DBA name]
Contains "Longview International"

Industry Type
All

Account Status
- [x] Open
- [x] Terminated

Opted into E-Verify+
- [x] No
- [x] Yes

State/Territory
All

Date Enrolled [Select last 30 years for all data]
01/01/1997 to 12/31/2026

Total Records Filtered: 5

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size	Hiring Site Locations	
4/22/2020	Longview International Technolo..		Open	No	4/22/2020		100 to 499	VA	1
4/21/2020	Longview International Technolo..		Termin..	No	1/17/2020	05/21/2020	100 to 499	VA	1
7/11/2014	Longview International Technolo..		Termin..	No	10/26/2010	06/04/2013	20 to 99	MD	1
4/29/2013	LongView International Technolo..		Open	No	4/29/2013		500 to 999	CA,VA	3
8/31/2010	LONGVIEW INTERNATIONAL TEC..		Open	No	8/20/2009		10 to 19	MD	1

Score Sheet RFP 5995 Disaster Support Services

	USA Up Star	MLU	LTS	SLS	Lemoine	H&S	Gotham
r1	71	80	83		86	52	75
r2	60	78	84	77	80	59	77
r3	81	96.5	95.5	98.5	91.5	75	88.5
Total	70.7	84.8	87.5	87.8	85.8	62.0	80.2
Comments							

SAM.GOV®

LONGVIEW INTERNATIONAL TECHNOLOGY SOLUTIONS, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
CNM4U3TPGUE7	**4EZ90**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 13, 2027**	
Physical Address	Mailing Address	
12930 Worldgate DR STE 300 **Herndon, Virginia 20170-6032** **United States**	**12930 Worldgate DR STE 300** **Herndon, Virginia 20170-6032** **United States**	

Business Information

Doing Business as	Division Name	Division Number
LONGVIEW INTERNATIONAL TECH SOLUTIONS	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Virginia 11	**Virginia / United States**	**http://www.lts.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 15, 2026	**May 13, 2026**	**May 31, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 28, 2005	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**4EZ90**

EFT Indicator	CAGE Code
0001	**9DFW9**

EFT Indicator	CAGE Code
0002	**15SY2**

Points of Contact

Electronic Business

Anthony Rush, Vice President of Contracts
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Scott Dowdle
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Government Business

Anthony Rush, Vice President of Contracts
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Scott Dowdle
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Past Performance

Satish Unni, Sr. Executive VP
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Anthony Rush, Contracts Manager
12930 Worldgate DRIVE, Suite 300
Herndon, Virginia 20170
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541611**	**Administrative Management And General Management Consulting Services**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	339112	**Surgical And Medical Instrument Manufacturing**
	339113	**Surgical Appliance And Supplies Manufacturing**
	518210	**Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services**
	541211	**Offices Of Certified Public Accountants**
	541330	**Engineering Services**
	541430	**Graphic Design Services**

541490	**Other Specialized Design Services**
541511	**Custom Computer Programming Services**
541512	**Computer Systems Design Services**
541513	**Computer Facilities Management Services**
541519	**Other Computer Related Services**
541612	**Human Resources Consulting Services**
541613	**Marketing Consulting Services**
541614	**Process, Physical Distribution And Logistics Consulting Services**
541618	**Other Management Consulting Services**
541690	**Other Scientific And Technical Consulting Services**
541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology) 11**
541820	**Public Relations Agencies**
541890	**Other Services Related To Advertising**
541910	**Marketing Research And Public Opinion Polling**
541990	**All Other Professional, Scientific And Technical Services**
561110	**Office Administrative Services**
561210	**Facilities Support Services12**
561320	**Temporary Help Services**
561410	**Document Preparation Services**
561499	**All Other Business Support Services**
562910	**Remediation Services**
611420	**Computer Training**
611430	**Professional And Management Development Training**
621111	**Offices Of Physicians (Except Mental Health Specialists)**
621112	**Offices Of Physicians, Mental Health Specialists**
621340	**Offices Of Physical, Occupational And Speech Therapists And Audiologists**
621399	**Offices Of All Other Miscellaneous Health Practitioners**
621610	**Home Health Care Services**
621999	**All Other Miscellaneous Ambulatory Health Care Services**
622110	**General Medical And Surgical Hospitals**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
All of the United States	**(blank)**	**(blank)**

Client#: 1169821 LONGVINT1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/12/2026

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

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

PRODUCER
USI Insurance Services LLC-CL
3110 Fairview Park Drive 10th Fl
STE 1000
Falls Church, VA 22042

CONTACT NAME: Richard H. Scroggs
PHONE (A/C, No, Ext): 703 698-0788 FAX (A/C, No): 610 362-8377
E-MAIL ADDRESS: Richard.Scroggs@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Westfield Specialty Insurance Company	16992
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : MEMIC Indemnity Co	11030
INSURER E : Allied World Surplus Lines Insurance Co	24319
INSURER F : Arch Insurance Company	11150

INSURED
Longview International Technology Solutions, Inc.
12930 Worldgate Drive, Suite 300
Herndon, VA 20170

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	USC044792250	05/01/2026	05/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY	X	X	11CAB1072903	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	XSL339422Y03	05/01/2026	05/01/2027	EACH OCCURRENCE	$10,000,000
C	X EXCESS LIAB CLAIMS-MADE	X	X	SXS006383503	05/01/2026	05/01/2027	AGGREGATE	$10,000,000
	DED X RETENTION $0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			3102809775	05/01/2026	05/01/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Medical Prof			03137266	02/23/2026	02/23/2027	$1,000,000/$3,000,000	
G	Tech E&O/Cyber			TRCP25227F	05/01/2026	05/01/2027	$5,000,000/$5,000,000	

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

Regarding work performed by the named insured, the certificate holder is included as an additional insured with respect to general, auto and umbrella liability on a primary and not contributory basis where required by written contract. A waiver of subrogation applies is granted in favor of the certificate holder with respect to general, auto, employers and umbrella liability where required by written contract. A 30 day notice of cancellation applies to the above evidenced coverage.

CERTIFICATE HOLDER
City of Mobile
205 Government St 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

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Company ID Number: 1215852 **Client Company ID Number:** 1534270

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Longview International Technology Solutions, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

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

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

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

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

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/ USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

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

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

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

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

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

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

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

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

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

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

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

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

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

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

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

with all E-Verify policies and procedures.

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

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

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

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

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

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

existing employees within 180 days after the election.

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

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

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

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF SSA

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

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

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

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

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

E. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

Company ID Number: 1215852 **Client Company ID Number:** 1534270

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Longview International Technology Solutions, Inc. (Employer) hereby designates and appoint ADP, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1215852 **Client Company ID Number:** 1534270

Approved by:

Employer Longview International Technology Solutions, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 04/20/2020
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date 04/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/22/2020

Company ID Number: 1215852 **Client Company ID Number:** 1534270

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Longview International Technology Solutions, Inc.
Company Facility Address	12930 Worldgate Drive Suite 300 Herndon, VA 20170
Company Alternate Address	12930 Worldgate Drive Suite 300 Herndon, VA 20170
County or Parish	FAIRFAX
Employer Identification Number	203409438
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 1215852 **Client Company ID Number:** 1534270

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

VA	1

Company ID Number: 1215852 **Client Company ID Number:** 1534270

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

Name	Tricia Piszker
Phone Number	7036575517
Fax	
Email	tpiszker@lts.com

Name	Kristen Wade
Phone Number	2404720847
Fax	
Email	kwade@lts.com

Name	David Logan
Phone Number	7036575488
Fax	
Email	dlogan@lts.com

Company ID Number: 1215852

Client Company ID Number: 1534270

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

AN ORDINANCE TO AMEND AND RESTATE CHAPTER 7, MOBILE CITY CODE, 1991 AND THE CITY OF MOBILE'S SCHEDULE OF FINES

Sponsored By: Mayor Spiro Cheriogotis

WHEREAS, This Ordinance is adopted pursuant to the general police powers granted to Alabama municipalities, including those set forth in *Code of Alabama* (1975) § 11-45-1;

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

SECTION ONE: Chapter 7, Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

Chapter 7 - ANIMALS

ARTICLE I – General Provisions.

Sec. 7-1. Definitions

For the purpose of this chapter, the words and phrases below have the following meanings:

Abandoned animal. Any animal without an apparent owner, or any animal left, or reasonably appearing to be left, without adequate protection, care, or support.

Adult dog. Any dog over six (6) months old.

Adult cat. Any cat over six (6) months old.

Animal. A live non-human vertebrate.

Animal control officer (ACO). The Director, Assistant Director, and any enforcement officers assigned to the Mobile Animal Services.

At large. Any animal not under physical restraint and off the property of its owner, keeper, or person in charge.

Breeder. Any person who habitually or repeatedly allows any dog for which they are the owner to breed and produce offspring, regardless of the reason.

Cat. Members of the feline family.

Director. Director of the Mobile Animal Services, including any designated representative.

Dog. Member of the canine family.

High risk animal. Any animal that has any prior incident of biting or attacking another person or animal. Any exotic species such as a monkey, snake, ferret, or other non-domesticated cat or animal. Any dog classified as a breed that is frequently restricted by insurance companies for policy coverage, including specifically Doberman Pinschers, Pit Bulls or American Bull Terriers, Rottweilers, Chow Chows, Wolf Dogs, Wolf Hybrids, Presa Canario (Canary Dog), Akitas, or any mix thereof containing a significant part of the above breeds.

Keep. To confine, harbor, or allow to remain.

Kennel means any person, group of persons, or corporation engaged in the business of boarding animals.

License. A permit issued by the city required for keeping dogs within the city limits.

Livestock. Animals typically raised for home use or profit, such as cattle, horses, sheep, swine, mules, or goats. Livestock does not include poultry.

Mobile Animal Services or Animal Services. The city department charged with implementing this chapter.

Owner. Any adult members of the household where an animal is regularly kept or allowed to remain, any person who cares for an animal or acts as its custodian or who keeps it, or any person who provides an animal food and/or refuge on or about any premises occupied by that person or who harbors it in any manner. For purposes of claiming an impounded animal from Animal Services only, an owner shall be limited to include any person who can demonstrate ownership through such means as veterinary records, a notarized bill of sale, or other reliable documentation that the animal belongs to them.

Person. Any individual, partnership, company, corporation, or other legal entity.

Pet dealer. Any person who sells, barters, or exchanges for consideration a dog or animal. The term excludes the city Animal Services, governmental agency, or non-profit animal rescue or welfare organization.

Posting notice. Posting notice requires that Animal Services use any reasonable means available to provide an owner with notice. In addition to any reasonable means, any posting notice requirement is satisfied by either of the following:

(1) *Owner of animal unknown:* By Animal Services posting a photograph of the animal along with other identifying information on a web page that is accessible and viewable by the public, providing that Animal Services provides the web address information to said website at its primary physical location.

(2) *Owner of animal known*: By Animal Services making a reasonable attempt to personally serve the owner with notice, if the owner resides within the city limits of Mobile. If timely personal service is not reasonable, Animal Services may leave notice in a conspicuous place at the owners known residence if the known residence is within the city limits of Mobile. If personal service and residential notice are not feasible, then Animal Service's notice requirement can be satisfied with complying with paragraph (1) above.

Unaltered dog. A dog not spayed or neutered.

Under physical restraint. Humanely controlled by a physical leash, chain, cord, or similar means in the hands of a responsible person or humanely confined within a wall, fence, vehicle or other enclosure in such a manner to prevent it from escaping. Under physical restraint does not include the use of voice commands or electronic devices.

Vetted. Receiving routine veterinary care, including being current on all applicable vaccinations and immunizations, microchipped (if applicable) and having been spayed or neutered (if necessary).

Sec. 7-2. Mobile animal services.

(a) Mobile Animal Services is the department of the city charged with administration and enforcement of this chapter.

(b) The Director of Animal Services shall be appointed by the Mayor in the same manner as any department head of the city. The Director shall be the supervisor over the Mobile Animal Services and over the employees assigned to Animal Services. The Director shall have authority to coordinate with federal, state, and local animal rescue groups and adoption organizations to implement adoption programs, programs to stabilize and/or reduce feral cat populations, and Animal Services volunteer programs, to investigate animal complaints, to facilitate animal education programs, and implement any program to promote the city's interest in seeing that all animals are treated humanely.

(c) All enforcement officers assigned to Animal Services shall be known as Animal Control Officers (ACOs).

(d) ACOs may have full police powers, provided that the ACO has completed the appropriate training, as required by law. Any provision of this chapter referring to the Director shall also include any authorized employee acting in the Director's or Mayor’s stead and under his or her supervision.

(e) ACOs shall have the authority to issue notices of violations or municipal offense tickets for any violation of chapter 7.

(f) Nothing in this section prohibits any law enforcement officer or authorized government agent from enforcing state law or any provision of this Chapter.

Sec. 7-3. Application in the police jurisdiction.

This chapter shall only be enforced within the corporate limits of the city, as such corporate limits currently exist or may exist in the future.

Sec. 7-4. Authority to impound.

(a) To promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city, the Director, any ACO, or city police officer is authorized to impound any animal if there is reasonable cause to believe any of the following (non-exclusive list) conditions and when at their sole discretion, doing so is necessary due to either health, safety or welfare concerns for the animal, or in the interest of public safety:

(1) The animal is the subject of an act of cruelty or neglect;

(2) The animal is at large;

(3) The animal is abandoned;

(4) That the animal recently caused injury to another person or animal and said injury occurred off the premises of the owner;

(5) The animal does not display a valid inoculation tag and the owner, if identified, does not produce proper inoculation documentation;

(6) The animal is housed or kept on, or in, any structure, building, pen or other real property not owned by the animal owner, and without the permission of the real property owner, resident, or person or entity with a possessory interest in the real property; or

(7) As otherwise authorized by state law.

Sec. 7-5. Emergency destruction of certain animals.

(a) Animal Services is authorized to immediately humanely destroy any stray, wild, or abandoned animal that is found within the city limits and which in the Director's sole discretion, either presents a direct and immediate threat to public health, safety or welfare or when such animal is either injured or diseased and reasonably past recovery.

(b) The Director is to employ the most humane means possible when exercising the authority granted in this section.

(d) This section is only applicably to dogs when such animal is either injured or diseased and reasonably past recovery.

Sec. 7-6. Non-emergency disposition of impounded animals.

(a) *Abandoned or stray dogs, cats, or livestock, when owner unknown*. Once any dog, cat, or livestock is impounded, Animal Services may post notice of said possession. If the animal is not claimed by its rightful owner within seven (7) days of Animal Services taking possession of the animal and posting notice, the animal shall be deemed abandoned and becomes the property of Animal Services and Animal Services may place the animal for adoption or transport the animal to an adoption agency or otherwise dispose of the animal.

Animals claimed within the above referenced time periods shall be returned to the owner or authorized representative only after the owner or authorized representative has provided proof of rabies inoculation (if required) and paid all required fees, including, but not limited to, the costs of all rabies and medical treatment.

(b) *Incapacitated owners*. Any animal sheltered/impounded by Animal Services when the owner is known to Animal Services to be incapacitated shall be held for seven (7) days before being deemed abandoned. After the expiration of the seven (7) days, the animal shall be deemed abandoned and becomes the property of Animal Services and Animal

Services may place the animal for adoption or transport the animal to an adoption agency or otherwise humanely dispose of the animal.

Animals claimed within the above referenced time periods shall be returned to the owner or authorized representative, only after the owner or authorized representative has provided proof of rabies inoculation (if required) and paid all required fees, including, but not limited to, the costs of all rabies and medical treatment.

(c) *Wild or feral animals*. Animal Services is authorized to dispose of said animals in any manner not inconsistent with state or federal law.

(d) *Owners known*. If in the Director's sole discretion, they determine that returning any impounded animal would pose an unnecessary risk to the health, morals, comfort, safety, or welfare to either the animal or the community, then the animal cannot be reclaimed without a valid court order, or until at the Director's sole discretion, the situation creating the unnecessary risk has been abated. If the Director determines that returning the animal would pose an unnecessary risk to the health, morals, comfort, safety, or welfare to either the animal or the community, and the owner is unwilling to surrender the animal, then the animal may remain impounded for enough time as reasonably necessary for the city to timely petition any court of competent jurisdiction under, but not limited to, Ala. Code (1975) § 6-5-122, § 13A-11-244, or § 3-6A-4 for custody of the animal or any other appropriate remedy.

Sec. 7-7. Humane traps and chemical capture methods.

(a) In order to apprehend animals in violation of this chapter that are otherwise difficult to apprehend, any ACO, city police officer or Animal Services agent is authorized to use traps designed to humanely capture such animals by placing the traps on any public property, upon the rights-of-way of any public street or highway, or upon the private property of any person who grants permission.

(b) Any ACO, city police officer, or Animal Services agent is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when the use of humane traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 7-8 through 7-10 (Reserved).

ARTICLE II – Licensing, Vaccination, Microchipping, and Quarantine Provisions

Sec. 7-11. City licenses required for all dogs.

(a) The owner of a dog more than six (6) months old shall purchase a license from Animal Services.

(b) At the time of registration, the owner must provide proof of rabies inoculation.

(c) Exceptions.

1) A city license is not required for owners who are non-residents, temporarily within the city for a period not exceeding thirty (30) days.

2) A city license is not required for any spayed or neutered dog that is microchipped and enrolled.
3) A city license is not required for any dogs used as, or in training to be used as, a law enforcement dog or military dog.
4) A city license is not required for any dog under the care of any non-profit animal rescue or welfare organization, or government shelter.
5) A city license is not required for any dog under the care and custody of any person who possesses a current Breeder's License.

(d) If any person charged under this section obtains all appropriate licenses within thirty (30) days of being charged under this section, then it shall be an affirmative defense to prosecution under this section.

(e) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs.

Sec. 7-12. Rabies vaccination required for dogs, cats, and ferrets.

(a) An owner of a dog or cat, ferret, or other animal requiring rabies vaccination shall have the animal vaccinated for rabies when the animal has reached the age of three (3) months and annually or every three (3) years thereafter at the owner's and veterinarian's discretion.

(b) Rabies tags shall be serially numbered, bearing the year of the vaccine, and the owner shall also receive a certificate of inoculation bearing the same serial number and year.

(c) Owners shall present rabies certificates to Animal Services when registering the animal for the city's license.

(d) Quarantine is required in instance of a bite.

(1) Whenever a human being or animal has been bitten by any dog or cat and the county health department so notifies Animal Services, the Director shall give written notice to the owner that the animal must be placed in quarantine under the direct supervision of a licensed veterinarian for a period of ten (10) consecutive days after the date of the bite for the purpose of determining whether the animal is infected by rabies. The owner shall quarantine the animal as directed by the county health department. Any animal not quarantined as directed shall be subject to impoundment.

(2) All quarantine costs shall be at the owner's expense regardless of where the animal is being quarantined.

(3) When, after a reasonable investigation, the Director determines that the animal is unowned, the animal shall be either quarantined by Animal Services, or it may be humanely destroyed and submitted for rabies examination to the state department of public health.

(4) Any owner may relinquish, in writing, the ownership of an animal to the Director for the purpose of humanely destroying the animal to enable immediate testing to be performed on the animal by the department of health.

(5) It shall be unlawful for the owner of an animal to refuse to comply with any lawful order of the Director or the county health department given to enforce this section.

(6) It shall be unlawful for any owner to sell, give away, transfer to another location or otherwise dispose of any animal in quarantine until it is released from quarantine by a qualified veterinarian, the Director, or other office duly authorized under state law.

(e) In the event a rabies tag provided for in section 7-12(a) is lost, a new tag and certificate may be issued by the veterinarian who issued the original tag. The new certificate shall be marked "duplicate" and shall include the new tag number.

(f) Any person found guilty of a violation of Section 7-12(a) may be punished by a fine up to $100 and assessed court costs. Any person found guilty of a violation of section 7-12(d)(5) or section 7-12(d)(6) may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-13. - Breeding & sales of dogs

(a) Requirements of Dog Breeders.

(1) No person shall operate as a dog breeder within the city limits of Mobile without a Breeder's License issued by the Director of Animal Services, which shall be renewed each year that the owner is in operation.

(2) Unless otherwise authorized by the Director, no breeder shall have more than eight (8) adult dogs kept within the city limits.

(3) Upon application of a Breeder's License, the breeder shall list all of the adult intact dogs they keep inside the city limits. The breeder shall also allow Animal Control to inspect the premises where the dogs will be kept as part of the license approval process.

(4) In general, any person having been issued a Breeder's License, shall adhere to all applicable ordinances in this chapter.

(5) Breeders shall take reasonable measures to separate all intact adult dogs of opposite sex from each other, except during sessions where breeding between a pair is deliberately being induced.

(6) Any person found to be a breeder of dogs as defined in this chapter but has not already been approved for a Breeder's License shall take appropriate measures to correct the problems within 30 days by any of the following methods:

i. Obtain a Breeder's License,

ii. Have any intact adult dog spayed or neutered,

iii. Have any intact adult dogs euthanized by a licensed veterinarian, or

iv. Transfer ownership of any intact adult dog and provide Animal Control contact information for the new owner of the dog(s).

(b) Requirements of Sellers.

(1) No dog(s) shall be offered for sale, gift, or other transfer of ownership on or from any public street, roadway, right-of-way, sidewalk, or park. Additionally, no dog(s) shall be offered for sale, gift or other transfer of ownership from any private property of another without expressed written permission of the property owner or authorized representative.

(2) No dog(s) shall be offered for sale, gift, or other transfer of ownership unless the seller provides the buyer, at the time of sale, with the following:

(a) A signed State of Alabama Certificate of Health from a licensed, accredited veterinarian;

(b) A negative fecal examination report from a licensed, accredited veterinarian which is dated no more than ten (10) days before the date of sale; and

(c) A microchip registration form.

(3) No dog(s) shall be offered for sale, gift, or other transfer of ownership, until the animal has reached the age of nine (9) weeks, as established by information included in the State of Alabama Small Animal Health Certificate.

(4) All dogs offered for sale, gift, or other transfer of ownership must be implanted with an identifying microchip. The microchip number must be provided on the microchip registration form provided to the purchaser or transferee at the time of sale or transfer of ownership.

(5) Any dealer offering a dog(s) for sale, or gift, or other transfer of ownership shall be able to produce copies of all required documentation for each dog being offered for sale at the request of an animal control officer of law enforcement officer.

(6) This section shall apply to any person inside the city limits, other then the below referenced exceptions, offering dogs for sale, gift, or other transfer of ownership.

(c) Exemptions.

(1) This section does not apply to any dog used as, or in training to be used as, a Service Animal, in accordance with the Americans with Disabilities Act.

(2) This section does not apply to any dog used as, or in training to be used as, a legitimate Search and Rescue Dog.

(3) This section does not apply to any dogs used as, or in training to be used as, a law enforcement dog or military dog.

(4) This section does not apply to any non-profit animal rescue or welfare organization, or government shelter.

(d) Any person found guilty of a violation of this section may be punished by a fine up to $200 and assessed court costs for a first offense and a fine up to $500 and assessed court costs for any subsequent violation.

Sections 7-14 through 7-19 (Reserved).

ARTICLE III – Shelter and Care and At Large Provisions.

Sec. 7-20. Shelter and care of animals.

(a) It shall be unlawful for any owner to keep or maintain any animal indoors or in an outdoor pen or enclosure, in such an unsanitary condition that risks the life or health of any animal or person.

(b) Shelters for animals who live out-of-doors shall be at least a three-sided, roofed, adequately drained, well-ventilated, moisture-proof structure with suitable flooring, of suitable size to accommodate the animal, that protects from the elements of weather, wind, water, heat, cold and shall be adequately cleaned to remove excreta and other waste materials so as to minimize disease and odor.

(c) Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-21. Tethering. (Reserved)

(See Senate Bill 361, also known as “Beau’s Law”)

Section 7-22. Animals at large.

It shall be unlawful for the owner, keeper, or person in charge of any animal to fail to keep any animal under physical restraint at all times when the animal is away from the owner's premises. Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $300 and assessed court costs for any subsequent violation.

Exemptions.

(a) This section shall not apply to any animal used as a Service Animal, in accordance with the Americans with Disabilities Act, while acting in its official capacity.
(b) This section shall not apply to any animal used as a legitimate Search and Rescue Animal.
(c) This section shall not apply to any animal used as a law enforcement animal or military animal.

Sec. 7-23 Aggravated animals at large.

It shall be unlawful for the owner, keeper, or person in charge of any animal to fail to keep any animal under physical restraint at all times when the animal is away from the owner's premises and the animal either bites, scratches, or causes injury to another person or animal, or aggressively charges or chases another person or animal, or causes damage to property of another, shall be guilty of Aggravated Animal at Large.

This Section shall apply to any animal in a designated dog park if the animal either bites, scratches, or causes injury to another person or animal.

Exception: This section shall not apply to any animal used as a law enforcement animal or military animal.

Any person found guilty of a violation of this section may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-24. Duty to restrain high-risk animals.

It shall be unlawful for the owner, keeper, or person in charge of any high-risk animal to fail to keep the high-risk animal under physical restraint at all times whether or not the animal is upon or away from the owner's premises. Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Exemptions.

(a) This section shall not apply to any animal used as a Service Animal, in accordance with the Americans with Disabilities Act, while acting in its official capacity.
(b) This section shall not apply to any animal used as a legitimate Search and Rescue Animal.
(c) This section shall not apply to any animal used as a law enforcement animal or military animal.

Sec. 7-25. Abuse, Neglect or Cruelty. (Reserved)

(See Ala. Code (1975) § 13A-11-240 to § 13A-11-247)

Sections 7-26 through 7-29 (Reserved).

ARTICLE IV – Public Nuisances, Hoarding, and Other Prohibited Activities.

Sec. 7-30. Public nuisances.

It shall be unlawful for any person to fail to exercise the necessary care and control to prevent an animal in his or her possession or care from creating a public nuisance. For purposes of this section, an animal is a public nuisance if the animal:

(1) Habitually makes disturbing noises including, but not limited to crowing, barking, yelping, whining, or other utterances, causing unreasonable annoyance or discomfort to others in close proximity to the premises where the animal is kept;

(2) Creates unsanitary conditions or offensive and objectionable odors in enclosures or surroundings and, thereby creates unreasonable annoyance or discomfort to persons in the close proximity to where the animal is kept; or

(3) Damages property belonging to anyone other than its owner, including damage to flowers, gardens, and shrubs.

Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Sec. 7-31. Hoarding.

(a) It shall be unlawful for any person to keep more than five (5) adult dogs or more than five (5) adult cats on any property which is under a half-acre in size.

(b) In its sole discretion, Mobile Animal Services may authorize a person to exceed the number of animals in paragraph (a) if it determines that the proposed number of animals can be cared for humanely without creating a public nuisance or unsanitary conditions that risks the life or health of any animal or person. Mobile Animal Services can revoke this authorization if, in its sole discretion, it determines that the actual condition created by the number of animals has either created a public nuisance or unsanitary conditions that risks the life or health of any animal or person.

(c) This section shall not apply to a licensed business operating as a kennel, any person or business with a valid Breeder's License, any non-profit animal rescue or welfare organization, government agency, search and rescue organization, or any person authorized by Mobile Animal Services to exceed the limit pursuant to paragraph (b).

(d) Any person convicted of this offense shall be subject to confiscation of the animals in addition to other criminal penalties.

(e) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs for a first offense, and a fine up to $500 and assessed court costs for any subsequent violation.

Sec. 7-32. City declared a bird sanctuary.

The entire area embraced within the corporate limits of the city shall be a bird sanctuary. It shall be unlawful for any person to intentionally pursue, injure, capture, kill or destroy any wild bird of any kind within the city. This section does not apply to any ACOs, the Director, licensed veterinarians, law enforcement officers, any authorized government agents when there is a hazard to health or safety which cannot be otherwise remedied and when the action taken is not inconsistent with either state or federal law. Additionally, this section does not apply to any person hunting bobtail quails, mourning doves, white-winged doves, or ring-necked doves pursuant to and in compliance with Section 61-1(2), Mobile City Code, 1991.

Any person found guilty of a violation of this section may be punished as provided in Chapter 1, Article II, Mobile City Code (1991).

Sec. 7-33. Animals trained to fight. (Reserved)

(See Ala. Code (1975) § 3-1-29)

Sec. 7-34. Duty to remove deposited feces.

(a) It shall be unlawful for the owner, keeper or person having control of any animal to fail to immediately remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

(b) It shall be unlawful for the owner, keeper or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on any sidewalk, public park, alley or other place open to the public.

(c) Any person found guilty of a violation of this section may be punished by a fine up to $100 and assessed court costs.

Sec. 7-35. Roosters prohibited.

It shall be unlawful for any owner, keeper, or person in charge to keep a rooster within the city limits. This section does not apply to any area of the city annexed in 2023 solely to any roosters that existed in the annexed area prior to annexation. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-36. Possession of livestock

Livestock may only be kept in an area of the city if not otherwise prohibited by the City's zoning ordinances. Owners shall provide suitable protective space and shelter for livestock. Livestock may not be kept on any property which is under a half-acre. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-37. Disposal of dead animals.

All dead animals must be properly disposed of within twenty-four (24) hours after the death. No dead animal may be dumped on private or city property. Any person found guilty of a violation of this section may be punished by a fine up to $300 and assessed court costs.

Sec. 7-38. Abandonment of animals within the city.

It shall be unlawful for any person to bring any animal into the city with the purpose to knowingly abandon or aid another in knowingly abandoning any animal within the city. Any

person found guilty of a violation of this section may be punished by a fine up to $500 and assessed court costs.

SECTION TWO: The Schedule of Fines, located in Section 1-32(2) of Mobile City Code, 1991, is hereby amended and revised with the following additions (underlined) and deletions (strikethrough) as follows:

Section	Name	Fine	Court Costs	Total (Fine and Court Costs)
~~7-8~~	~~Shelter and care of animals~~	~~100.00~~	~~As applicable~~	~~100.00 plus court cost~~
~~7-9~~	~~Animals trained to fight~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-22~~	~~Hoarding~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-24~~	~~Animals, reptiles or serpents known to be dangerous or vicious~~	~~$100.00~~	~~As applicable~~	~~$100.00 plus court cost~~
~~7-25~~	~~Cruelty~~	~~No more than 500.00 or six months in jail~~	~~As applicable~~	~~Court appearance required~~
~~7-26~~	~~Certain sales regulated~~	~~$250.00~~	~~As applicable~~	~~250.00 plus court cost~~
~~All other violations of Chapter 7 that do not require a court appearance~~		~~$100.00~~	~~As applicable~~	~~100.00 plus court cost~~
7-11	Licenses	$100.00	As applicable	$100.00 plus court costs
7-12(a)	Rabies vaccination	$100.00	As applicable	$100.00 plus court costs
7-12 (d)(5) or 7-12(d)(6)	Rabies vaccination	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-13	Breeding and Sales of Dogs	First offense- $200.00	As applicable	First offense- $200.00 plus court costs

		Any subsequent violation- $500.00		Any subsequent violation- $500.00 plus court costs
7-20	Shelter and Care of Animals	$300.00	As applicable	$300.00 plus court costs
7-21	Tethering	First offense- $100.00 Any subsequent violation- $300.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $300.00 plus court costs
7-22	Animals at Large	First offense- $100.00 Any subsequent violation- $300.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $300.00 plus court costs
7-23	Aggravated Animals at Large	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-24	Duty to Restrain High-risk Animals	First offense- $100.00 Any subsequent violation- $500.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $500.00 plus court costs
7-30	Public Nuisances	First offense- $100.00 Any subsequent violation- $500.00	As applicable	First offense- $100.00 plus court costs Any subsequent violation- $500.00 plus court costs
7-31	Hoarding	First offense- $100.00	As applicable	First offense- $100.00 plus court costs

		Any subsequent violation- $500.00		Any subsequent violation- $500.00 plus court costs
7-32	Bird Sanctuary	N/A- Must see Judge	N/A- Must see Judge	N/A- Must see Judge
7-34	Duty to Remove Deposited Feces	$100.00	As applicable	$100.00 plus court costs
7-35	Roosters Prohibited	$300.00	As applicable	$300.00 plus court costs
7-36	Possession of Livestock	$300.0	As applicable	$300.00 plus court costs
7-37	Disposal of Dead Animals	$300.00	As applicable	$300.00 plus court costs
7-38	Abandonment	$500.00	As applicable	$500.00 plus court costs

SECTION THREE: The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FOUR: This Ordinance shall be effective in full force within the City of Mobile upon its adoption and publication as required by law.

SECTION FIVE: All other provisions and sections of the Mobile City Code, 1991, not amended herein shall remain in full force and effect.

Adopted _____

_____
City Clerk

July 20, 2026

Dear Councilmembers:

The Mobile Police Department has requested that the Office of Grants Management apply for the FY2026 Law Enforcement Mental Health and Wellness Act program. The department is seeking funding for peer support software, peer support specialist training, and decompression rooms. These items support officer mental health and wellness over a two-year period.

Funding comes from the U.S. Department of Justice, Office of Community Oriented Policing Services, through the FY2026 Law Enforcement Mental Health and Wellness Act program. The City applies directly to the COPS Office. The total amount of grant assistance requested is $250,000. This program requires no local match. The deadline to submit the application is August 5, 2026.

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 for grant assistance from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), under the FY2026 Law Enforcement Mental Health and Wellness Act (LEMHWA) Program, in an amount not to exceed **$250,000.00**. There is no local matching requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to accept the grant if awarded, to execute any grant agreements and other documents necessary in connection with the grant application or award, and to provide any information required by the U.S. Department of Justice, Office of Community Oriented Policing Services. Any grant agreements and related exhibits shall be filed with the City Clerk following execution.

Adopted:

_____

City Clerk

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances "adopted December 5, 2017, the accessory structure at **1307 WILLOW LANE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, 9 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1307 WILLOW LANE** described as:

LOT 19 BLK 1 FULTON RIDGE ESTATES MBK 4 P 110-115
#SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 074

Last Assessed to: BOWEN GLOBAL ENTERPRISES LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

May 21, 2026

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 28, 2026.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1307 WILLOW LANE.** OWNED BY OR MAY HAVE AN INTEREST: **BOWEN GLOBAL ENTERPRISES LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 32 4 003 074
COUNCIL DISTRICT 3 – C J SMALL
LEGAL DESCRIPTION: LOT 19 BLK 1 FULTON RIDGE ESTATES MBK 4 P 110-115 #SEC 32 T4S R1W #MP29 11 32 4 003

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date -

Property Address

1307 WILLOW LANE

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	04/06/2026	Comments	

Property Score			
Score	83	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-6-26

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 05/29/2026

Property Address: 1307 Willow Lane **District No:** 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUL 20 2026 09:48

JUL 20 2026 09:48
NOTICE

JUL 20 2026 09:48

JUL 20 2026 09:49

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APR 06 2026 13:46

APR 06 2026 13:46

APR 06 2026 13:45

APR 06 2026 13:44

APR 06 2026 13:44

Affidavit of Mailed Notice

July 21, 2026

State of Alabama
County of Mobile

Subject Property – 1307 Willow Lane.

My name and official title is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.gov.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Bowen Global Enterprises, LLC
c/o Clayton Nash Bowen
1307 Willow Lane
Mobile AL 36605-2322

June 1, 2026

RE: 1307 Willow Lane
Project Number: ME-043-26

Dear Bowen Global Enterprises, LLC c/o Clayton Nash Bowen:

On May 29, 2026 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1307 Willow Lane.

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

LOT 19 BLK 1 FULTON RIDGE ESTATES MBK 4 P 110-115 #SEC 32 T4S R1W #MP29 11 32 4 003

Parcel Number: 29 11 32 4 003 074

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

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 19, 2026,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 19, 2026,** provide the Code Official with a work plan to accomplish the repairs by **July 19, 2026,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 19, 2026,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on July 28, 2026 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1307 Willow Lane** Date: December 17, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 17, 2025

Per the Title Report, the owner is: Bowen Global Enterprises, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Bowen Global Enterprises, LLC c/o Clayton Nash Bowen 1307 Willow Ln Mobile AL 36605-2322	Subject/location address
2	Bowen Global Enterprises, LLC c/o Clayton Nash Bowen 2600 Cresent Club Dr Hixson TN 37343-4517	LexisNexis address for owner good 11/2025 – Revenue Commission website mailing address – Deed mailing address. Phone number 423-834-2172, 423-875-0952 and 423-718-4363 good 2025
3	Bowen Global Enterprises, LLC c/o Clayton Nash Bowen 537 Market St Ste LL12 Chattanooga TN 37402-1228	LexisNexis address good 8/2025
4	Bowen Global Enterprises, LLC c/o Clayton Nash Bowen 2000 Bagby St Apt 7422 Houston TX 77002-8591	LexisNexis address good 4/2025
5	Bowen Global Enterprises, LLC c/o Clayton Nash Bowen 802 S Second Ave Lanett AL 36863	Registered Agent per Secretary of Alabama website.

TAX STATUS: 2025 TAXES ARE DUE BY 12/31/2025

Parties with recorded liens per Title Report: NONE

Open Mortgages

6	Alabama Credit Union 220 Paul Bryant Dr E Tuscaloosa AL 35401-2007	Mortgage instrument number 2023066702 – Main address – Phone number 205-348-5944

7	Alabama Credit Union PO Box 862998 Tuscaloosa AL 35486	Secretary of Alabama principal mailing address

Lis Pendens: NONE

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Pafenbach, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **July 21, 2026**

SUBJECT: WEED LIEN GROUP **1680**

Attached, please find Assessment Lists for Weed Lien Group Number **1680** 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): 7/28/2026

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/1/2026

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): 7/30/2026

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE: 8/13/2026

LEGAL NOTICE ADS: 8/19/2026-8/26/2026

POSTING DATE: 8/25/2026

Copy to: Marchetta Taite

	WEED LIEN	
	CONTRACT NUMBER	
	1680	Res. No.
7/28/2026	LOTS TO BE DECLARED	58-
9/1/2026	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	1621 Levene Rd	120259	120500		3	
2	216 N Lafayette St	118787	120501		2	
3	1504 Chatague Ave	117395	120502		2	
4	1306 Pecan St	119163	120503		2	
5	1104 St Madar St	118210	120504		2	
6	2972 Northwest Dr	116983	120505		1	
7	2301 Riviera Dr N	118825	120506		3	
8	2651 Foreman Cir	118842	120507		1	
9	700 Whitney St	116291	120508		2	
10	2052 Avondale Ct	115732	120510		2	
11	2302 Riviera Dr N	118822	120511		3	
12	5661 King St	118356	120512		4	
13	1320 Bay Ave	117372	120513		3	
14	1579 Robert E Lee St	117480	120514		2	
15	2267 Woodlea Dr E	118860	120515		7	
16	2319 Wolf Ridge Rd	111614	120516		1	
17	1416 Old Shell Rd	117828	120517		2	
18	620 Donald St	117304	120518		1	
19	555 Cedar Ave	111739	120519		2	
20	1467 Pitman Dr	119852	120523		3	
				$ -		

Numbers of lots cut District total for this group		Numbers of lots cut	
1	4	1	
2	9	2	
3	5	3	
4	1	4	
5	0	5	
6	0	6	
7	1	7	
	20		0

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector

*CBD Cut Before Declared
*WL Wooded Lot

[signature] 7/21/26
Marchetta Tante 7-21-2026

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 #1680** 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 **1st day of September, 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:

_____

City Clerk

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: **July 17, 2026**

SUBJECT: **Repeat Weed Lien Invoices G-102**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **102.** Please place these on the City Council's Agenda for **July 28, 2026.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN							
	CONTRACT NUMBER						5843	
	GROUP 102						Res. No.	
5/12/2026	1st REPEAT WEED LIEN LETTERS SENT						11-058	
7/28/2026	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
	CONTRACT NUMBER							
			Old SRO	New	Initial	Times	Amount	CBD
Item No.	Address	Dis	Case #	Case #		cut withi	Assessed	CBO
1	0 Parker/Brown St	2	115809	117203	7/15/2025	1	$ 294.00	
	Par. No. (29 10 45 0 001 132.XXX)							
2	1054 Chinquapin St	2	115443	117204	2/27/2024	1	$ 50.00	CBO
3	3919 Moffet Ct	7		117205	2/25/2025	2	$ -	CBD
4	1754 Dr Martin Luther King Jr Dr	2		117206	9/10/2024	2	$ 375.00	
5	1211 Jessie St	1		117207	9/10/2024	2	$ 613.00	
6	2665 Murrell Lane	1		117208	2/27/2024	2	$ 620.00	
7	2717 Warsaw Ave	1		117209	10/22/2024	2	$ 392.50	
8	2660 Murrell Lane	1		117210	8/1/2023	2	$ 657.50	
9	2814 Warsaw Ave	1		117211	2/20/2024	2	$ 375.00	
10	1219 Jessie St	1		117212	4/2/2024	2	$ 375.00	
11	1215 Jessie St	1		117213	9/9/2025	1	$ -	N/A
12	2656 Wealthy St	1		117214	7/29/2025	1	$ 527.89	
13	2726 Emogene St	2	115823	117215	12/5/2023	4	$ 855.00	
14	1500 Lemon St	2	115686	117217	6/17/2025	1	$ 695.00	
15	2227 Cassie Lane	3	115456	117218	9/10/2024	1	$ 275.00	
16	620 Belsaw Ave	2		117219	2/20/2024	3	$ 475.00	
17	613 Belsaw Ave	2		117220	3/26/2024	1	$ 275.00	
18	1550 Robert E Lee St	2	116079	117221	10/21/2025	1	$ 589.26	
19	2668 Murrell Lane	1		117222	8/1/2023	2	$ 482.50	
20	2672 Murrell Lane	1		117223	8/1/2023	2	$ 713.85	
21	7052 Carrabelle Key	7	115490	117321	9/302025	1	$ 275.00	
	Total						$ 8,915.50	

District total for this group		Numbers of lots cut	
1	10	1	9
2	8	2	7
3	1	3	1
4	0	4	0
5	0	5	0
6	0	6	0
7	2	7	1
	21		18

*CBO Cut By Owner

*CBD Cut Before Declared

*N/A Taken out by Inspector

*ADD Added in from other Groups

7/16/26

7-16-26

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **D & D PROPERTIES LLC**

Address: **343 BROMLEY PL**

City, State, Zip: **MOBILE, AL 36606-1750**

Repeat Group Number: **102** Item # **1**

Lot Description: **LOT 1 MELANIE PLACE ESTATES MBK 135 PG 49 (29 10 45 0 001 132.XXX) 0 PARKER/BROWN ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,520	$	0.0125	$	**144.00**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**294.00**

Sheila Dean
SECRETARY

Marchitta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **ALLEN ENOLA**

Address: **1250 BAY AVE**

City, State, Zip: **MOBILE, AL 36605-4718**

Repeat Group Number: **102** Item # **2**

Lot Description: **LOT 6 BLK 44 FISHER TRT DBK 22/332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 005.XXX) 1054 CHINQUAPIN ST**

Nuisance Date: 5/12/2026

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,500	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner:	**WRIGHT EARNEST & GENNIVE**
Address:	**P. O. BOX 7202**
City, State, Zip:	**MOBILE, AL 36670**
Repeat Group Number:	**102** Item # **4**
Lot Description:	**BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MARTIN LUTHER KING JR DR**
Nuisance Date:	5/12/2026
Date lot was cut:	7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,996	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Sheila Dean
SECRETARY

Marchetta Tonte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **EVANS ED WALTER & JOHNNIE L**
C/O BAMMA EVANS

Address: **9801 WESTIN DR**

City, State, Zip: **AMARILLO, TX 79119-1496**

Repeat Group Number: **102** Item # **5**

Lot Description: **LOT 28 BLK 2 MECHEM & SAGES 2ND SUB OF LAFARGUE TRT DBK 121 P 511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 264.XXX) 1211 JESSIE ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		12,000	$	0.0125	$	**150.00**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**613.00**

Shelia Dean
SECRETARY

Marbeth Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **KZZ INVESTMENTS LLC**

Address: **18211 HOLLY BEND DR**

City, State, Zip: **HOUSTON, TX 77084**

Repeat Group Number: **102** Item # **6**

Lot Description: **W 1/2 OF LOT 4 SUB OF LOT 6 BLK 8 MURRELL TRT DBK 135 P 19 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 077.XXX) 2665 MURRELL LN**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,592	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**620.00**

Sheena Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **SAUCIER MELVIN**

Address: **2809 GREENBACK DR**

City, State, Zip: **MOBILE, AL 36617-1842**

Repeat Group Number: **102** Item # **7**

Lot Description: **LOT 151 BLK F TRINITY GARDENS 2ND ADD MBK 3 P 331 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 358.XXX) 2717 WARSAW AVE**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		11,400	$	0.0125	$	**142.50**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**392.50**

Sheli a Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **RHODEN CARLOS D**

Address: **74 MIDTOWN PARK W STE 108**

City, State, Zip: **MOBILE, AL 36606-4100**

Repeat Group Number: **102** Item # **8**

Lot Description: **LOT 7 SUBDIV OF LOTS 7 & 8 BLK 8 MURRELL TRT BEING SAME PPTY CONVEYED TO SAID JOSEPH JONES BY DELLA ISOM BY DEED 8-24-46 & REC IN DBK 409/330 SAID PPTY BEING THE MURRELL TRT AS PER PLAT DBK 102 NS P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 088.XXX) 2660 MURRELL LN**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		18,600	$	0.0125	$	**232.50**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**657.50**

Sheila Dean
SECRETARY

Marlon Winston
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **MARKS SAMUEL E**

Address: **P. O. BOX 301**

City, State, Zip: **MOUNT VERNON, AL 36560-0301**

Repeat Group Number: **102** Item # **9**

Lot Description: **LOT 174 BLK G TRINITY GDNS 2ND ADD MBK 3 P 331 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 380.XXX) 2814 WARSAW AVE**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,319	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

Sheli a Dean
SECRETARY

Marchetta Tarte
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **PHINISEE GREGORY W**

C/O BAMMA EVANS

Address: **9801 WESTIN DR**

City, State, Zip: **AMARILLO, TX 79119-1496**

Repeat Group Number: **102** Item # **10**

Lot Description: **LOT 23 BLK 2 MECHEM & SAGES 2ND ADD LAFARGUE TRT DBK 121 /511 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 260.XXX) 1219 JESSIE ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**375.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **EARL WANDA A , MONIQUE T**
EARL-LEWIS & JOHN C EARL
Address: **P. O. BOX 93166**
City, State, Zip: **ATLANTA, GA 30377-0166**
Repeat Group Number: **102** Item # **12**

Lot Description: **LOTS 103 & 104 UNIT 3 PARADISE PARK SUB MBK 6/544 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 396.XXX) 2656 WEALTHY ST**

Nuisance Date: 5/12/2026
Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		13,431	$	0.0125	$	**167.89**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**527.89**

Shaica Dean
SECRETARY
Marchetta Davis
INSPECTOR
SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **POWERS REBA L**

Address: **153 W BARATARA DR**

City, State, Zip: **CHICKASAW, AL 36611-1118**

Repeat Group Number: **102** Item # **13**

Lot Description: **LOT 5 BLK G RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001 (29 08 19 4 001 011.XXX) 2726 EMOGENE ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,997	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	4	$	100.00	$	400.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	40	$	7.00	$	280.00
		Total Project Cost:			$	855.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **THE TENSAW GROUP INCORPORATED**

Address: **15912 CRAIN HWY UNIT B PMB 253**

City, State, Zip: **BRANDYWINE, MD 20613-8035**

Repeat Group Number: **102** Item # **14**

Lot Description: **LOT 1 BLK 3 TROPICAL PLACE DBK 117 P 81 #SEC 28 T4S R1W #MP29 10 28 4 004 (29 10 28 4 004 069.XXX) 1500 LEMON ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,768	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	60	$	7.00	$	**420.00**
		Total Project Cost:			$	**695.00**

Shelia Dean
SECRETARY

Marchetta Yuste
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **PRISOC JACK R**

% TERRY OR DONNA WARDEN

Address: **202 MAYO RD**

City, State, Zip: **LUCEDALE, MS 39452**

Repeat Group Number: **102** Item # **15**

Lot Description: **LOT 2 RESUB OF LOT 16 SUB OF LOTS 4-5 ROSEDALE MBK 4 PG 182 #SEC 35 T5S R1W #MP32 04 35 0 002 (32 04 35 0 002 045.XXX) 2227 CASSIE LN**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,000	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	275.00

Sheli a Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **JONES JOHNNY A**

Address: **5091 WASHINGTON BLVD**

City, State, Zip: **THEODORE, AL 36582-2154**

Repeat Group Number: **102** Item # **16**

Lot Description: **LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVE**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,775	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**475.00**

Sheila Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **JOHNSON BARBARA ANN**
& KELVIN TYRON JOHNSON
C/O YOLANDA TURNER

Address: **2946 WINDCHASE BLVD**

City, State, Zip: **HOUSTON, TX 77082**

Repeat Group Number: **102** Item # **17**

Lot Description: **LOTS 13 & 14 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 018.XXX) 613 BELSAW AVE**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,648	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **PUGH JENNIFER D**

Address: **7551 BRANCHWOOD DR**

City, State, Zip: **MOBILE, AL 36695-4007**

Repeat Group Number: **102** Item # **18**

Lot Description: **LOTS 36 & 37 BLK 3 OLLINGER & STEINS SUB OF A PART OF SQR 5 MANDEVILLE TRT DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 003.XXX) 1550 ROBERT E LEE ST**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		15,941	$	0.0125	$	**199.26**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		10	$	3.00	$	**30.00**
Debris Removal	Cubic Yard	30	$	7.00	$	**210.00**
		Total Project Cost:			$	**589.26**

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **SMITH STEPHEN**

Address: **1905 SAINT MONICA DR**

City, State, Zip: **MOBILE, AL 36605-3248**

Repeat Group Number: **102** Item # **19**

Lot Description: **LOT 4 SUB LOTS 7 & 8 SQ 8 MURRELL TRT DBK 102 P 26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 091.XXX) 2668 MURRELL LN**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		18,600	$	0.0125	$	**232.50**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**482.50**

SECRETARY

INSPECTOR

SUPERVISOR

MUNICIPAL ENFORECEMENT

Lot Cleaning Invoice

July 15, 2026

Lot Owner: **SMITH JAMES M WALTER L**
SMITH, BERNARD J SMITH,
STEPHEN SMITH, GLORIA J

Address: **1859 WILDWOOD PLACE**

City, State, Zip: **MOBILE, AL 36609-2577**

Repeat Group Number: **102** Item # **20**

Lot Description: **LOT 3 SUB OF LOTS 7 & 8 BLK 8 MURRELL TRT DBK 102/26 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 093.XXX) 2672 MURRELL LN**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		17,508	$	0.0125	$	**218.85**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	**200.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**713.85**

Sheila Pean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORECEMENT
Lot Cleaning Invoice
July 15, 2026

Lot Owner: **OWENS BETTY**

Address: **6791 SMITHTOWN RD**

City, State, Zip: **EIGHT MILE, AL 36613-8353**

Repeat Group Number: **102** Item # **21**

Lot Description: **LOT 48 CRYSTAL LAKE ESTATES MBK 28 P 27 #SEC 05 T5S R2W #MP33 03 05 2 000 (33 03 05 2 000 032.XXX) 7052 CARRABELLE KEY**

Nuisance Date: 5/12/2026

Date lot was cut: 7/10/2026 Contractor: Mr. Marlon Winston

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,296	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheila Pearson
SECRETARY

Marchetta Tarte
INSPECTOR

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 **Repeat Weed Lien Group 102** 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 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 **James T. Strickland Youth Center**,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **James T. Strickland Youth Center**,* 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 ***James T. Strickland Youth Center**,* will be used to *assist with the upcoming Back-to-School Health &Wellness Community Resource Fair on August 1, 2026.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of **$500.00** to **James T. Strickland Youth Center**,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

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

Sponsored by: Mayor Spiro N. Cheriogotis

WHEREAS, Mayor Cheriogotis wishes to appropriate **$2,500.00** to The Liberty Learning Foundation from District 8 Discretionary Fund (10040580 42080); and

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

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

WHEREAS, the Mobile City Council determines that this appropriation to The Liberty Learning Foundation will be used to assist with educational programs within the Mobile County Public School System, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,500.00** to The Liberty Learning Foundation for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

C#5846

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

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

Name of Company:	Tindle Construction LLC
Project Name:	Transit Building – Upstairs Restroom and Breakroom Repairs
Project Number:	TR-001-26
Amount:	$161,000.00

Adopted:

_____

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Contractor: Tindle Construction LLC
210 Saraland Blvd. S.
Saraland, Alabama 36571

City Business License No.:100025
Secretary of State Registration No.: 000-038-231

for the following PROJECT:

PROJECT NAME: TRANSIT BUILDING –
UPSTAIRS RESTROOM AND BREAKROOM REPAIRS

PROJECT LOCATION: 1224 SOUTH INTERSTATE 65 SERVICE ROAD W.
MOBILE, ALABAMA 36609

PROJECT NUMBER: TR-001-26

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement, and as provided in the Project Manual, all other Bids documents, and required forms that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is: **One Hundred Sixty-One Thousand and XX/100 Dollars ($161,000.00)**, which includes a Contingency Allowance of One Thousand Dollars and x/100 ($1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Work. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide Work or Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Administrative Services or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains

incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

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

D. Excess/Umbrella Liability Insurance:

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

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

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

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

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

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an 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.

3.8 INDEMNIFICATION:

The Contractor shall indemnify, defend and hold harmless City of Mobile 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 the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and

damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

3.9 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.

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs):

The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT:

Contractor shall provide one notarized original signature copY of invoices to the Administrative Services Department on a monthly basis in arrears and/or upon successful completion of work. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT:

The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director of Administrative Services. The City shall not be liable for payment to the Contractor

for lost profit or damages as the result of its termination of the contract.

3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile, Administrative Services Department
205 Government St
2nd Floor, South Tower, Rm 212
P.O. Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor:

Leia Rodgers, Project Coordiantor
201 Saraland Blvd. S.
Saraland, Alabama 36571
leia@tindleconstruction.net

3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.17 RETAINAGE:

Retainage will not be withheld from payments associated with work completed. However, final payment shall be withheld until all aspects and portions of work, including closeout requirements, as directed by the Owner's Representative, are approved as completed.

3.18 PROOF OF ADVERTISEMENT of COMPLETION:

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama.

For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion 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 I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that [COMPANY NAME} has completed the contract for Transit Building – Upstairs Restroom and Breakroom Repairs, TR-001-26, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Administrative Services Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 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. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS:

A. The contract documents consist of this Agreement, the Project Manual document, Exhibit A- Scope of Work, Exhibit B- Federal Clauses, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Administrative Services will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:
    1. Project Manual document, dated June 8, 2026, as prepared by the City of Mobile Administrative Services Department;
    2. Addendum No 1, dated 6/11/26;
    3. E-Verify Documentation;
    4. All executed Federal Forms supplied by Contractor with Bid;
    5. Labor and Materials and Performance Bonds;
    6. Certificate of Insurance with endorsements; and
    7. This Instrument (Agreement), including Exhibit A and Exhibit B.

5.0 DISPUTE RESOLUTION:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 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.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT:

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS:

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.

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____
Signature

Spiro N. Cheriogotis, Mayor, City of Mobile
Printed Name and Title

CONTRACTOR: Tindle Construction LLC

_____
Signature

Donald W. Tindle, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

Contractor:
STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Donald W Tindle as President of Tindle Construction 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 Tindle Construction LLC.
Sworn to and subscribed for me this 14th day of July, 2026.

Leia M. Rodgers
NOTARY PUBLIC
My Commission Expires: 1·20·2030

LEIA M RODGERS
NOTARY PUBLIC
ALABAMA STATE AT LARGE

EXIBIT A
SCOPE OF WORK

TRANSIT BUILDING - UPSTAIRS RESTROOM AND BREAKROOM REPAIRS
TR-001-26

SCOPE OF SERVICES:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the completion of the Work, as enumerated below:

MEN'S RESTROOM AND LOCKER ROOM

STAGING / DEMOLITION
-Remove and discard existing entrance door, frame, floor base molding in locker room to rough opening.
-Relocate twenty-three (23) lockers. Location TBD. Retain two (2) UNI-FIRST lockers across form urinal for re-installation.
-Relocate to secure area two (2) floor-affixed benches for later re-installation.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 200SF).
-Remove and discard existing partitions, shower, toilet, urinal, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.
-Remove and discard all existing ceramic tiles and mastic (approx. 300SF).
-Remove and discard all existing drop ceiling tiles. Grid shall remain.
-Clean locker room ceiling registers and surfaces to remove dust and debris (See below General Section).

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in shower/restroom area (approx. 150SF).
-Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install matte white cultured marble shower pan and full-length surround walls.
-Furnish and install full-length tempered glass shower door to fit.
-Furnish and install one (1) plumbing access panel, white, at exposed cleanout above toilet.
-Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor of restroom area to marble transition and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 300SF)
-Furnish and install new white, double bevel, 4-inch, engineered marble floor transition in door casing between restroom and locker room to match ceramic tile.
-Furnish and install white 12"L bullnose ceramic cap tile along top row of wall tiles to match.
-Grout using SimpleGrout #165 Delorean Gray or approved equal.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in

existing grid.
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match or coordinate with ceramic tile color and texture (Locker room only). Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls starting at door transition from restroom. NO diagonal installations. QuikStix variant shall be permissible. (approx. 200SF)
-Furnish and install Black 4-inch rubber base molding (locker room only).
-Furnish and install solid core, flush, 36x80, Righthand in-swing door painted gloss Black with stainless grab bar handle, stainless commercial closer, and stainless push plate. No Lock.

FFE
-Furnish and install four (4) surface mount fluorescent light fixtures positioned as originally laid out.
-Furnish, and install fifteen (15) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation. Re-install two (2) UNI-FIRST lockers across form urinal.
-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvannealed steel bathroom compartment toilet stall partition with door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal).
-Furnish and install one (1) commercial grade toilet
-Furnish and install one (1) commercial grade urinal
-Furnish and install one (2) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.
-Furnish and install faucets, valves, fittings, for all plumbing connections to complete.
-Furnish and install two (2) wall hanging, industrial mirrors w/ ledge, 24"H x 18"W
-Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, centered between two lavatories (Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).
-Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.
-Furnish and install one (1) above shower lighting fixture.
-Refinish base legs of two (2) existing benches (staged) painted Glass Black and reinstall affixing

through tile surfaces into subfloor for secure anchorage.
-Furnish and install "Men's" Standard sign on exterior of entrance door.

2ND FLOOR HALLWAY

DEMOLITION
-Relocate to secured storage two (2) floor-affixed benches.
-Remove and discard existing base molding.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 100SF).

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor, as needed) (see below General Section).
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal) to match men's locker room. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with wall. NO diagonal installations. QuikStix variant shall be permissible. (approx. 100SF)
-Furnish and install Black 4-inch rubber base molding

WOMEN'S RESTROOM

STAGING / DEMOLITION
-Remove and discard existing entrance door, frame/molding to locker room to rough opening.
-Relocate two (2) lockers. Location TBD.
-Relocate to secured storage one (1) floor-affixed bench.
-Remove and discard all existing ceramic tiles and mastic (approx. 90SF).
-Remove and discard existing partitions, shower, toilet, mirror, vanity/sink, dispensers, lighting fixtures, exhaust fan.

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Mechanically adhere Dura-Rock sheets, or approved equal, on top of existing subfloor in all areas to entrance casing (approx. 90SF).
-Prep, caulk, and waterproof shower Dura-Rock subfloor and rough carpentry walls
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install matte white cultured marble shower pan and full-length surround walls.
-Furnish and install full-length tempered glass shower door to fit. Sliding door acceptable.
-Furnish and install matte grey 12x12 ceramic tile (TrafficMaster Baja Gray or approved equal) on floor to restroom entrance transition to LVT and halfway up restroom walls (approximately four (4) feet in height. Layout pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor. NO diagonal installations (approx. 250SF).
-Furnish and install bullnose ceramic cap tile along top row of wall tiles to match.
Grout using SimpleGrout #165 Delorean Gray or approved equal.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
-Furnish and install solid core, flush, 30x80, Lefthand in-swing door painted Gloss Black with

stainless lockable handle and stainless commercial closer. Cut to size if needed.
-Furnish and install "Women's" Standard sign on exterior of entrance door.

FFE
-Furnish and install one (1) surface mount fluorescent light fixtures.
-Furnish, and install two (2) new, full-size, full-length, 2-tier lockers to replace existing (Global Industrial 1 Door Security Gear Locker w/ Legs, 24"W x 18"D x 76"H, Gray, All-Welded, Assembled; Model #: WB238341GY or approved equal). City to provide direction as to the arrangement for installation.
-Furnish and install one (1) floor-anchored, overhead-braced, powder coated galvannealed steel bathroom compartment toilet stall partition with inswing door, pilasters for rigidity and support, chrome plated die-cast zamac hardware, privacy latch, and 3"H stainless steel trim shoe to cover bottom mountings, color= Charcoal Gray (Global Industrial or approved equal). To match men's restroom.
-Furnish and install one (1) commercial grade toilet.
-Furnish and install one (1) wall hung, Square Lavatory Sinks with 8-inch center (American Standard, Lucrene 0356015.020 or approved equal). Contractor to ensure adequate wall anchorage prior to commencement of tile installation.
-Furnish and install faucet, valves, fittings, for all plumbing connections to complete.
-Furnish and install one (1) wall hanging, industrial mirror w/ ledge, 24"H x 18"W
-Furnish and install one (1) soap dispenser (GOJO or approved equal), one (1) lockable paper towel dispenser (Marcal or approved equal), and one (1) floor-standing, stainless steel, cylindrical waste receptacle to fit beneath sink, offset(Glaro 11-Gallon Open Top Wastebasket, Satin Aluminum or approved equal).
-Furnish and install one (1) exhaust fan no light (Nutone or approved equal), rated to CFM required for space.
-Furnish and install one (1) above shower lighting fixture.

2ND FLOOR BREAKROOM

STAGING / DEMOLITION
-Relocate to secure area three (3) table/chair sets and two (2) couches for later re-installation.
-Relocate existing refrigerator to secure location for later installation.
-Remove and discard existing sink, countertop, and cabinet.
-Remove and discard existing base molding.
-Remove all existing LVT tiles and mastic from subfloor surfaces (approx. 280SF).
Remove and discard existing drop ceiling tiles. Grid shall remain.

CONSTRUCTION / INSTALLATION
-Replace all rotten wood (subfloor and walls) (see below General Section).
-Prep, caulk, and waterproof subfloor and walls around plumbing and cabinet area.
-Patch and paint sheetrock with two (2) semigloss coats. Color shall be Manufacturer: BLP Paints; City of Mobile #1017.
-Furnish and install moisture/mildew resistant, no sag, smooth surface drop ceiling tiles installed in existing grid.
-Furnish and install 12x12 commercial, waterproof LVT tile (Mannington Commercial Amtico Signature Collection – Stone; Color Tempest Pause; Item # AR0STE37 or approved equal). Layout

pattern shall be block grid. Installation direction and commencement shall be edge-aligned with walls and floor starting at the entrance. NO diagonal installations. QuikStix variant shall be permissible. (approx. 280SF)
-Furnish and install Black 4-inch rubber base molding.
-Paint existing breakroom entrance door Gloss Black.

FFE
-Furnish and install one (1) stainless steel worktable with left justified sink, 72"W x 30"D, connected to existing plumbing.
-Furnish and install one (1) Cylindrical, Aluminum finish, Round top, 20-gallon trash can. (Global Industrial Model #WB240716 or approved equal).
-Re-install existing refrigerator, couches, tables, and chairs.

EXHIBIT B
FEDERAL CLAUSES

A. FEDERAL FUNDING CLAUSES: The Contractor shall be responsible for complying with all applicable provisions of the most recent Federal requirements as required by 2 CFR Part 200, including any amendments made after the execution of a contract, which shall govern the contract, unless the Federal Government determines otherwise.

B. 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. DAVIS-BACON ACT: Contractor shall comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

D. EQUAL EMPLOYMENT OPPORTUNITY: In accordance with 41 C.F.R. 60-1.4, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal awarding agency may issue. This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.

E. NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

F. AMERICANS WITH DISABILITIES ACT (ADA): Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

G. CLEAN AIR: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($100,000.00) financed in whole or in part with Federal**

assistance.

H. CLEAN WATER: The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251, et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate EPA Regional Office. **The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars ($150,000.00) financed in whole or in part with Federal assistance.**

I. ENERGY CONSERVATION: The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, et seq. **This requirement extends to all third party Contractors and their contracts at every tier and this clause shall be included in all such subcontracts.**

J. ANTI-LOBBYING: The Contractor agrees to comply with the provisions of Title 31, U.S.C. 1352, The Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. The Contractor and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City. **The Contractor further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars ($100,000.00) or more.**

K. CONFLICT OF INTEREST: No employee, officer, board member, or agent of the City or the Contractor shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, board member, or agent, any member of his or her immediate family, his or her partner, or an organization that employees or is about to employee any of the above, has a financial or other interest in the firm selected for the award.

L. SAM. GOV: The U.S. General Services Administration (GSA) has determined that all firms seeking federal financial assistance (FFA) from the U.S. Government are required to obtain an active SAM.gov registration including the issuance of a Unique Entity Identifier (UEI). For GSA, the 12-digit UEI number replaces the 9-digit DUNS number provided by Dun & Bradstreet which were previously used by the agency to uniquely

identify organizations receiving FFA. The only method of getting a free UEI number is directly through the official government website SAM.gov (SAM is abbreviated for System for Award Management).

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 988133

Approved by:

Employer	
Tindle Construction, LLC	
Name (Please Type or Print) Melissa M Saucier	**Title**
Signature Electronically Signed	**Date** 06/09/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 06/09/2016

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 988133

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Tindle Construction, LLC
Company Facility Address	210 Saraland Blvd S Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	454182058
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Bond No. 18246383

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, Tindle Construction, LLC, _____, hereinafter called the Principal, and The Ohio Casualty Insurance Company _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Sixty One Thousand and xx/100 Dollars ($161,000.00) 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 _____, 2026 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Transit Building - Upstairs Restroom and Breakroom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, 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 14th day of July, 2026.

CONTRACTOR AS PRINCIPAL
Company: Tindle Construction, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Donald W. Tindle - President

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, Alabama Resident Agent
Company Name: Bayside Surety Brokerage, Inc.
Address: 1621 S University Blvd., Ste B3
Mobile, AL 36609
Phone and Fax: (251) 661-0745 / (251) 661-0790

Owner's Representative: Joe Snowden, Chief
Admin Srvs Department
PO Box 1827
Mobile, AL 36633
251-208-1061

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214790 - 975767**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Baxley, B. Doyle Campbell, Tracy VanCleave

all of the city of Mobile state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond No. 18246383

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, Tindle Construction, LLC , as Principal, and The Ohio Casualty Insurance Company , as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Sixty One Thousand and xx/100 ($161,000.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Transit Building - Upstairs Restroom and Breakoom Repairs (TR-001-26) 1224 West I-65 Service Road S., Mobile, Alabama, 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 B. Doyle Campbell **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 14th day of July, 2026

CONTRACTOR AS PRINCIPAL
Company: Tindle Construction, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Donald W. Tindle - President

SURETY
Company: The Ohio Casualty Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: B. Doyle Campbell, Alabama Resident Agent
Company Name: Bayside Surety Brokerage, Inc.
Address: 1621 S University Blvd., Ste B3
Mobile, AL 36609
Phone and Fax: (251) 661-0745 / (251) 661-0790

Owner's Representative: Joe Snowden, Chief
Admin Srvs Department
PO Box 1827
Mobile, AL 36633
251-208-1061

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214790 - 975767**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Baxley, B. Doyle Campbell, Tracy VanCleave

all of the city of Mobile state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies. is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2026

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: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIO Specialty Insurance Company	
INSURER B : Natinal General / Integon Insurance	
INSURER C : Evanston Insurance Company	
INSURER D : Carolina Casualty Insurance Company	
INSURER E : StarStone Specialty Insurance Company	
INSURER F :	

INSURED: Tindle Construction, LLC, 210 Saraland Blvd. S, Saraland AL 36571

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractural Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	LSIC11000946501	11-15-2025	11-15-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	2003582000-10	02-02-2026	02-02-2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	MKLV7EUL105515	11-15-2025	11-15-2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	BNET448414786	11-13-2025	11-13-2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project Name: Transit Building-Upstairs Restrooms and Breakroom Repairs Project Number: TR-001-26 $161,000

City of Mobile is included as an additional insured in respects to General Liability, Automobile Liability, and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non Contributory with any other Insurance in force or which may be purchased by Additional Insured, Waiver of Subrogation applies, in favor of City Of Mobile with respect to General liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 Day notice of cancelation, non renewal or material change shall apply (except 10 Days for non pay).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: TRANSIT RESTROOM AND PLUMBING

CAPITAL PROJECT # F719-002 **DATE OF RECEIPT** 07/20/2026

DEPT. PROJECT # TR-001-26

PROJECT DESCRIPTION UPSTAIRS RESTROOM AND BREAKROOM REPAIRS

CONTRACT AMOUNT $ 161,000.00

VENDOR NAME TINDLE CONSTRUCTION LLC

VENDOR NUMBER 295183

DEPT # 2300 **DEPT NAME** ADMINISTRATIVE SERVICES

CONTRACT ADMINISTRATOR JACOB LAURENCE

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: _____ **Date** 7/21/2026

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 GameTime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GameTime for replacement playground netting and rubber safety surfacing for Medal of Honor Park.
CIP - Medal of Honor Playground Repairs

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $71,785.23

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
15098	2026	(2012) PARKS MAINTENANCE	REPLACEMENT PLAYGROUND NETTING AND RUBBER SAFETY SURFACING FOR MEDAL OF HONOR PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$71,785.23	(289913) GAMETIME

Adopted:

_____

City Clerk

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GAMETIME	LANGAN PARK DELIVERIES TO SAGE
P O BOX 1178	48 N. SAGE AVE.
	MOBILE, AL 36607
PELHAM, AL 35124	DEEANN.POPPLE@CITYOFMOBILE.GOV
Tel#205-368-9279	Delivery Reference
Fax 205-663-5012	DEEANN
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE 107874-01-02 AND THE OMNIA CONTRAC 2017001134 THAT EXPIRES JUNE 30, 2027			
001	LANDMARK DESIGN GFRC- HIGH STEPPER NET REPLACEMENT, PART # RC-8373 *Amount reflects $1387.60 discount.	1.00 EACH	27752.00000	26364.40
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			26364.40
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	GAMETIME- PIP NET FOOTER BOXES- QTY 4, PART # RC-PIP-4 *Amount reflects $82.50 discount.	1.00 EACH	1650.00000	1567.50

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			1567.50

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

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

003	LANDMARK DESIGN GFRC-KIDNETIX LINK REPLACEMENT, GAMETIME MUST RECEIVE THE FOLLOWING MEASUREMENTS AT TIME OF ORDER. PRODUCTION WILL NOT BEGIN UNTIL DIMENSIONS ARE VERIFIED.PART # 199OLD *Amount reflects $557.60 discount.	2.00 EACH	5576.00000	10594.40
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			10594.40

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
004	GT-IMPAX- 180 SQFT OF POURED IN PLACE RUBBER SAFETY SURFACING- INSTALLED, COLOR IS 50/50 BLACK/STANDARD, 1/2" TOP COAT- 180 SF PATCHING DAMAGED AREAS, INCLUDES REPAIRING 180 SF OF BUFFINGS, PART # PIP	1.00 EACH	12505.00000	12505.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			12505.00

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
005	GAMETIME- INSTALLATION OF REPLACEMENT NETS, PART # INSTALL	1.00 EACH	18000.00000	18000.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			18000.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 5

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
006	FREIGHT	1.00 EACH	2753.93000	2753.93
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1058 .CONSTRUCTN. .			2753.93

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

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

Requisition Link

Requisition Total 71785.23

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

Account	Amount	Remaining Budget
E C1058 .CONSTRUCTN. .	71785.23	.77

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

Account	Amount	Remaining Budget

Bill To	Requisition 00015098-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved Page 6

Vendor	Ship To
GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 DEEANN.POPPLE@CITYOFMOBILE.GOV Delivery Reference DEEANN Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/10/26	289913				PARKS MAINTENANCE

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010. CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	71785.23	

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

Activity	Date	Clerk	Comment
Approved	07/20/26	SHONNDA SMITH	Auto approved by: 91055604
Approved	07/20/26	DANIEL OTTO	
Approved	07/20/26	BRENDA RHODES	
Approved	07/20/26	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/22/26	DONALD ROSE	Auto approved by: 910518227
Approved	07/22/26	SANDRA LEWIS	
Approved	07/22/26	STEVEN KRONINGER	Auto approved by: 910518227
Approved	07/22/26	MARYLYN BUSCHELL	Auto approved by: 910518227
Approved	07/22/26	JAMES NEESE	Auto approved by: 910518227
Approved	07/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 910518227
Approved	07/22/26	REBECCA CRUMPLER	Auto approved by: 910518227
Approved	07/22/26	ANNE FOLEY	Auto approved by: 910518227
Approved	07/22/26	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.

The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

- Education | Government
- Nonprofit
- Corporate | Enterprise
- Real Estate
- Private Equity

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**
  City of Charlotte, NC | 2017001134

VIEW CONTRACT DOCUMENTATION

CONTACT US

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC
Contract Number: 2017001134

Initial Term: July 1, 2017 through June 30, 2022
Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026
EXTENDED THROUGH June 30, 2027

DOWNLOAD CONTRACT FILES

Executive Summary & Overview

- Uniform Guidance
- Pricing
- AZ Due Diligence

Master Agreement Documents

- Official Signed Master Agreement
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12 - Renewal
- Contract Amendment 13
- Contract Amendment 14 - Renewal
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17 - Extension
- Contract Amendment 18 - Extension

Solicitation Process

- Original Request for Proposal
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3
- Proof of Publication

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

OMNIA® PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

Privacy Policy | Terms of Use | Do Not Sell/Share My Personal Information

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: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Business Oriented Software Solutions Inc., for annual renewal of BOSSDesk service ticket and asset management software for MIT.

Amount of Contract:
$18,450.00

Funding Source
General fund

ATTACHMENTS:
1. 20260721 Boss Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 Business Oriented Software Solutions Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Business Oriented Software Solutions Inc., for annual renewal of BOSSDesk service ticket and asset management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,450.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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
15277	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF BOSSDESK SERVICE-TICKET AND ASSET MANAGEMENT SOFTWARE FOR MIT (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE)	$18,450.00	(281065) BUSINESS ORIENTED SOFTWARE SOLUTIONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015277-00 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
BUSINESS ORIENTED SOFTWARE SOLUTIONS IN	MIT
350 RESEARCH COURT	651 CHURCH STREET
SUITE 110	
	MOBILE, AL 36602
PEACHTREE CORNERS, GA 30092	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#678-684-1213	
Fax 866-403-9388	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	281065				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER INVOICE BDKSUB26065798			
001	BOSS DESK RENEWAL:BDK RENEWAL - DR BOSSDesk Service Management Software - Enterprise Subscription - 6/1/2026- 5/31/2027	25.00 EACH	588.00000	14700.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			14700.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	BOSS DESK RENEWAL:BDK RENEWAL - DR BOSSDesk Asset Management Software Subscription - 6/1/2026- 5/31/2027	2500.00 EACH	1.50000	3750.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			3750.00

Bill To	Requisition 00015277-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
BUSINESS ORIENTED SOFTWARE SOLUTIONS INC 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	281065				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 18450.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	18450.00	1902346.61

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

Activity	Date	Clerk	Comment
Approved	07/15/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	07/15/26	SCOTT KEARNEY	
Approved	07/15/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	07/21/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/21/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/21/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/21/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/21/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/21/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola

Bill To	Requisition 00015277-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
BUSINESS ORIENTED SOFTWARE SOLUTIONS INC 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/14/26	281065				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/21/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	07/21/26	ANNE FOLEY			
	Approved	07/21/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - 6821 Garden Ridge Court to 6820 Coventry Court

Amount of Contract:
$19,500.00

Funding Source
General fund

ATTACHMENTS:
1. 20260723 Best Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Best Price Services LLC for storm drainage vegetation and debris removal - 6821 Garden Ridge Court to 6820 Coventry Court

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $19,500.00

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
15698	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – 6821 GARDEN RIDGE COURT TO 6820 COVENTRY COURT (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$19,500.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015698-00 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: 9105paij
	Status: Approved Page 1

Vendor
BEST PRICE SERVICES LLC
7057 FOREST GLEN CT

IRVINGTON, AL 36544

Tel#251-458-0510

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
07/21/26	292420				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-151 6821 GARDEN RIDGE CT TO 6820 COVENTRY CT Additional Description Notes --- DISTRICT 6	1.00 EACH	19500.00000	19500.00
1	1000.40.20.2070.2096.2070.0000.0000.42155.			19500.00

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 19500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	19500.00	2055144.83
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00015698-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUBLIC WORKS ADMIN.
7057 FOREST GLEN CT	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
IRVINGTON, AL 36544	ASHLEY.ADAMS@CITYOFMOBILE.ORG
Tel#251-458-0510	
	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
07/21/26	292420				PUBLIC SERVICES ADMINISTRAT

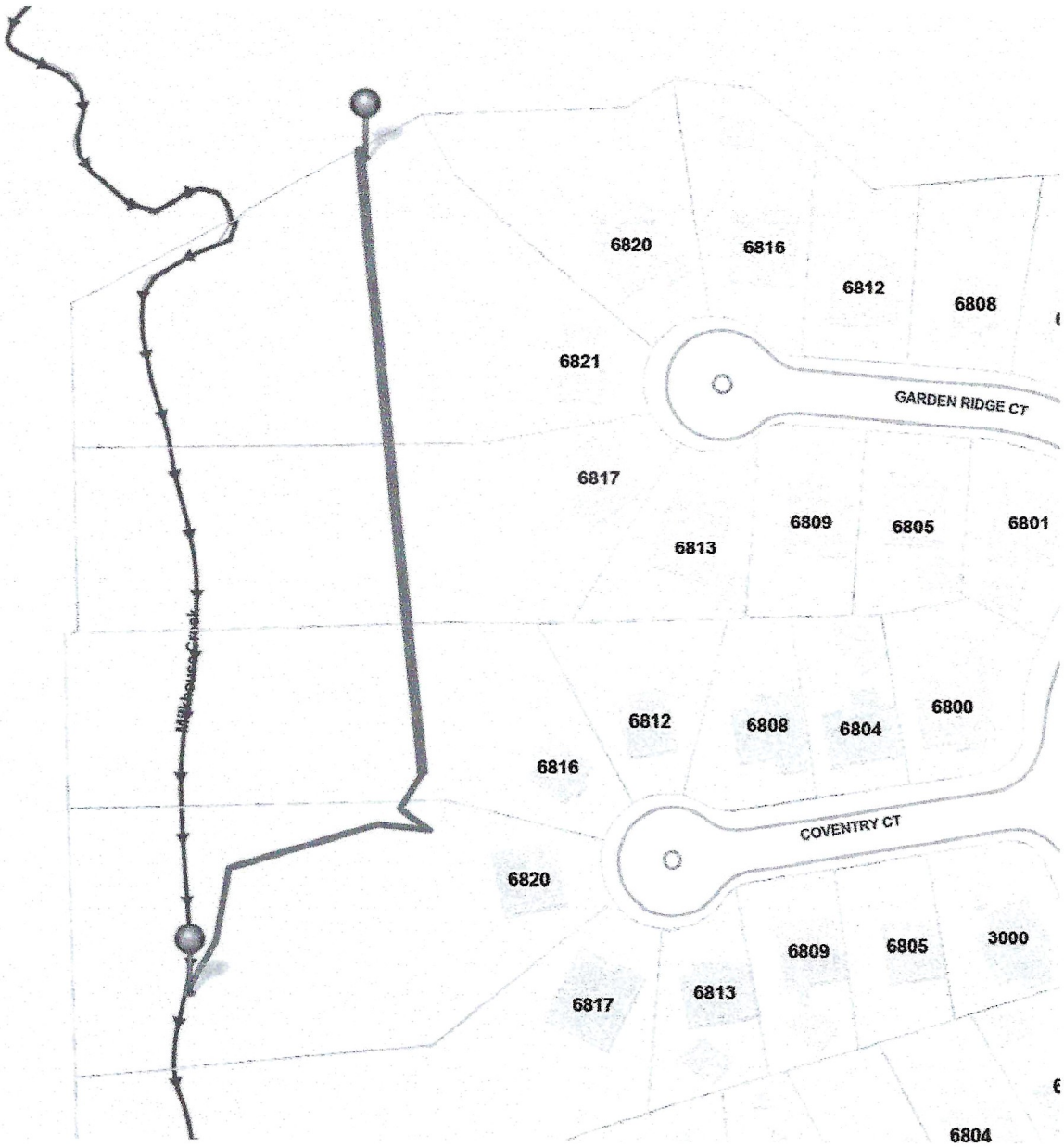
LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/22/26	MATTHEW ANDERSON	
Approved	07/22/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	07/22/26	MATTHEW ANDERSON	
Approved	07/22/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/22/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	07/22/26	DONALD ROSE	Auto approved by: 9105paij
Approved	07/22/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/22/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/22/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	07/22/26	JAMES NEESE	Auto approved by: 9105paij
Approved	07/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	07/22/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	07/22/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/22/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


6820
6816
6812
6808
6821
GARDEN RIDGE CT
6817
6809
6805
6801
6813
Millhouse Creek
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6804
6800
6816
COVENTRY CT
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6809
6805
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6817
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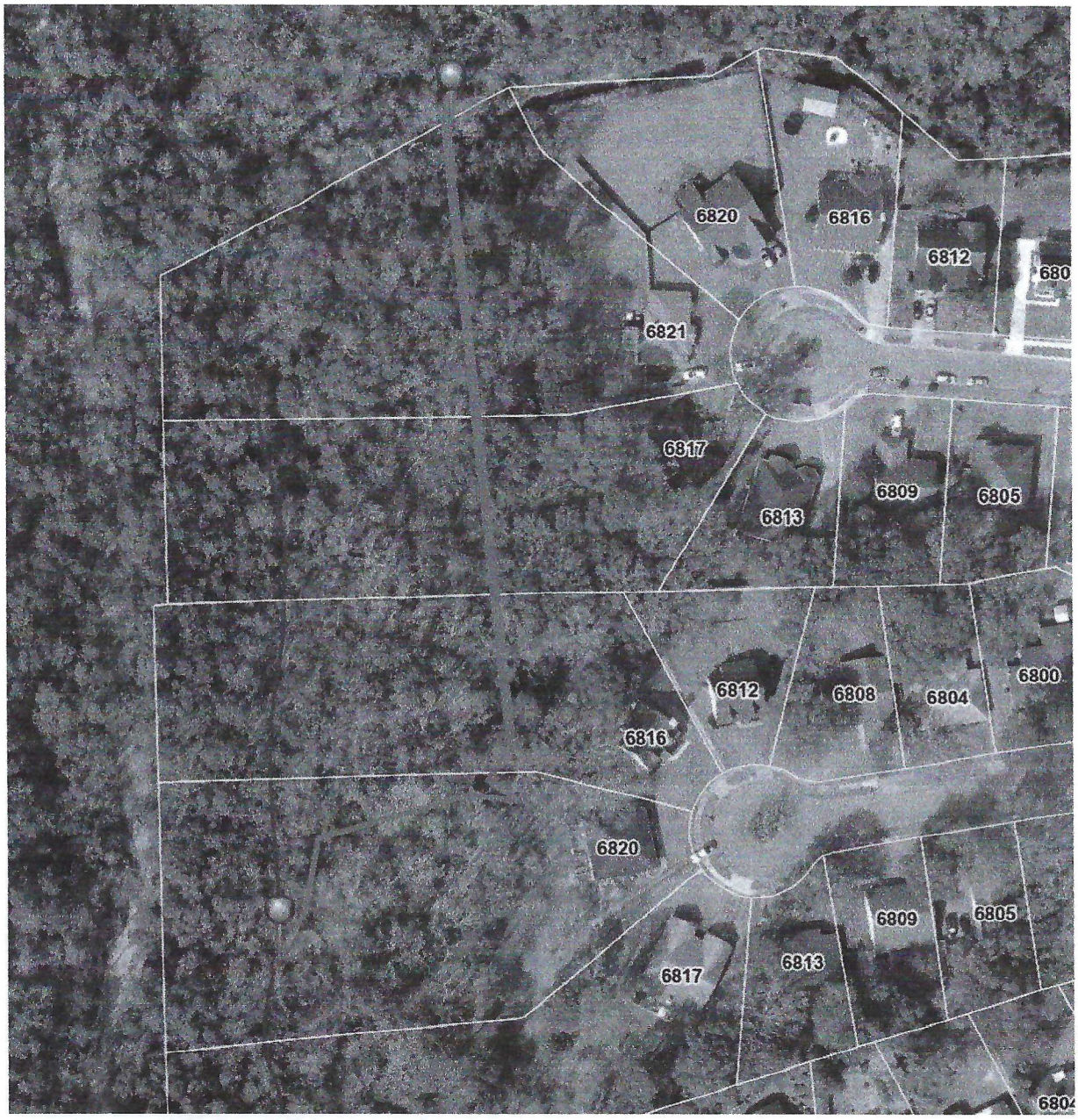
6804


6820
6816
6812
6821
6817
6809
6805
6813
6812
6808
6804
6800
6816
6820
6809
6805
6813
6817

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

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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 _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

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

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

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

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

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

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

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

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

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

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

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

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

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

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

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

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

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

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

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

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

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

Legal Name of Contractor_____

Mailing Address_____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

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

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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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

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

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

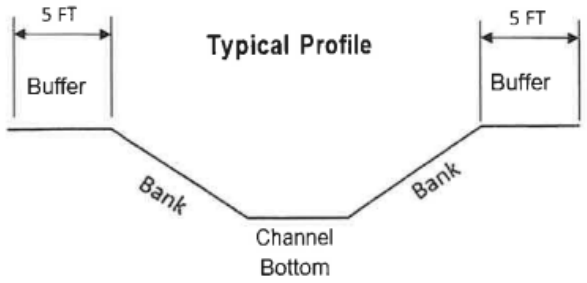
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

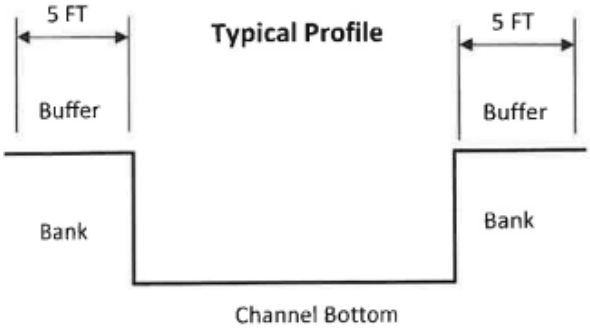
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



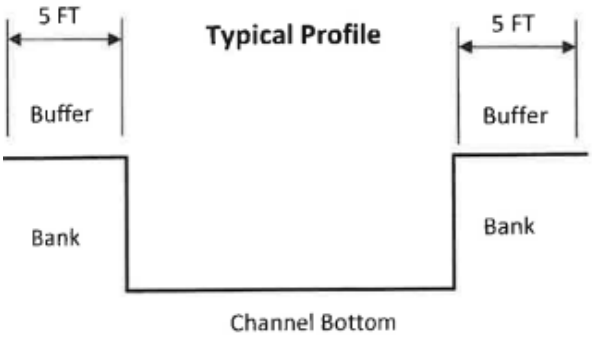
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



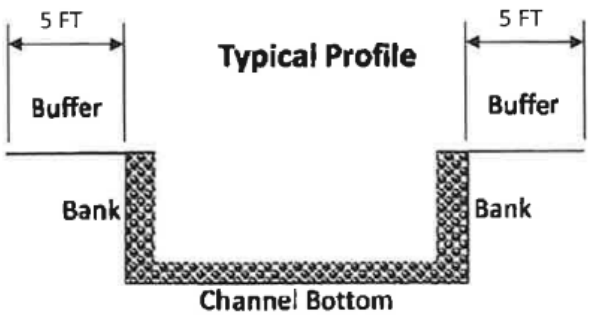
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



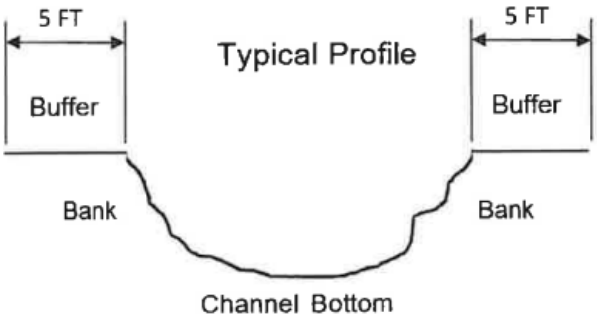
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Todd Acres Drive to Commerce Blvd West.

Amount of Contract:
$21,618.22

Funding Source
General fund

ATTACHMENTS:
1. 20260723 JJ Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 2026 (Date) Item No. _____

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

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

Reviewed by: _____ (Executive Director)

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

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to J J Quality Homes LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to J J Quality Homes LLC for storm drainage vegetation and debris removal - Todd Acres Drive to Commerce Blvd West.

General fund

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,618.22

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
15610	2026	(2070) PUBLIC SERVICES ADMINISTRATION	STORM DRAINAGE VEGETATION AND DEBRIS REMOVAL – TODD ACRES DRIVE TO COMMERCE BLVD WEST (PRICE BELOW BID REQUIREMENT; VENDOR ROTATION POOL)	$21,618.22	(298831) J J QUALITY HOMES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015610-00 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: 9105paij
	Status: Approved Page 1

Vendor
J J QUALITY HOMES LLC
358 MCMILLAN AVE

MOBILE, AL 36604
US
Tel#2517215800

Ship To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605
ASHLEY.ADAMS@CITYOFMOBILE.ORG

Deliver To
PUBLIC WORKS ADMIN.
1900 HURTEL STREET
BEFORE 2:30 P.M.
MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price
001	2026 STORM DRAINAGE DITCH CLEANING PROJECT #VEG-2026-2070-150 TODD ACRES DR TO COMMERCE BLVD W Additional Description Notes --- DISTRICT 4	1.00 EACH	21618.22000	21618.22
	1 1000.40.20.2070.2096.2070.0000.0000.42155.			21618.22

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 21618.22

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

Account	Amount	Remaining Budget
1000.40.20.2070.2096.2070.0000.0000.42155.	21618.22	2055144.83
STORMWATER EXP DITCH MAINTENANCE		

Bill To	Requisition 00015610-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2096.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
J J QUALITY HOMES LLC	PUBLIC WORKS ADMIN.
358 MCMILLAN AVE	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605
MOBILE, AL 36604	ASHLEY.ADAMS@CITYOFMOBILE.ORG
US	
Tel#2517215800	
	Deliver To
	PUBLIC WORKS ADMIN.
	1900 HURTEL STREET
	BEFORE 2:30 P.M.
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	298831				PUBLIC SERVICES ADMINISTRAT

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	07/22/26	MATTHEW ANDERSON	
Approved	07/22/26	ASHLEY ADAMS	Auto approved by: 910516584
Approved	07/22/26	MATTHEW ANDERSON	
Approved	07/22/26	SHONNDA SMITH	Auto approved by: 910516584
Approved	07/22/26	CHERI BOUCHER	Auto approved by: 910516584
Approved	07/22/26	DONALD ROSE	Auto approved by: 9105paij
Approved	07/22/26	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/22/26	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/22/26	MARYLYN BUSCHELL	Auto approved by: 9105paij
Approved	07/22/26	JAMES NEESE	Auto approved by: 9105paij
Approved	07/22/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105paij
Approved	07/22/26	REBECCA CRUMPLER	Auto approved by: 9105paij
Approved	07/22/26	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/22/26	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

EXHIBIT A
LOCATION MAP(S) AND PHOTOS

TODD ACRES DR
COMMERCE BLVD W
KOOIMAN RD
TODD ACRES DR

Company Name	Contact	Email Address	E-Verify	Insurance	COM BL	Vendor Number
A & D Cromwell Concrete	Anthony Cromwell	anthonycromwell768@gmail.com	1768532	received	current	297588
Butler Company	James Butler	butler.servicesLLC@yahoo.com	1722021	Received	Current	297507
Gaines Utility	Jermaine Gaines	JERMAINEGAINES@GAINESUTILITY.COM	539447	Received	Current	295242
Godwin Land Solutions	Harris Godwin	GODWINLANDSOLUTIONS@GMAIL.COM	2923693	Received	Current	300080
H F Glaude	Jordan Glaude	H.FGLAUDECONSTRUCTION@GMAIL.COM	2928917	Received	Current	296705
Hughes 360	Ernest Hughes Jr.	HUGHES360SERVICES@GMAIL.COM	952551	Received	Current	297767
JJ Qualtiy Homes, LLC	Jerry Jones	MRJ.JONES251@GMAIL.COM	2925715	Received	Current	298831
Invasive Management	Hunter Lapointe	HUNTER@INVASIVEMANAGEMENT.COM	1421905	Received	Current	294197
Major League Landscape	Brandon Stokes	MAJORLEAGUELAND@YAHOO.COM	2926332	Received	Current	300091
Prime Professional Concrete	Micheal White	HOSEA_8668@YAHOO.COM	2383108	Received	Current	299670
TAG Homes	Thomas Galloway	TAGALLOWAY99@GMAIL.COM		Received	Current	300085
Safe Haven Co. LLC	Jaleen Hosea	HAVENHOSEA34@GMAIL.COM		Received GL onl	Current	300101
Scott Alan Construction	Matthew Stokes	MATTHEW@SCOTTALANCONSTRUCTION.COM	2546741	Received	Current	299758
Secure Land & Tree Southern	Brian Allen	SECURELANDTREE@YAHOO.COM	2924224	Received	Current	300087
Realty	Rashad Kiel	SOUTHERNREALTYMGMGROUP@GMAIL.COM	1650870	Received	Current	296787
Best Price Services LLC	Anthony Richardson	RichardsonAnthony45@gmail.com				

November 12, 2025

Project: 2026 Ditch Cleaning Program

Project Location: Various Locations

City of Mobile Public Works Department

The City of Mobile Public Works Department will hold a meeting with prospective contractors regarding its 2026 Ditch Cleaning Program. Contractors interested in participating in the program must be present on Monday, November 17, 2025, at the Levon C. Manzie Neighborhood Resource Center, 110 North Lafayette Street, at 3:00 p.m. The contractor must be present for the entire pre-meeting on November 17, 2025, to be eligible to participate in the program.

For more information, please contact Mr. Jason Donovan at (251) 208-1104 or by email at Jason.donovan@cityofmobile.org.

CITY OF MOBILE

REQUEST FOR QUOTE

__ - __- 2025

The City of Mobile will receive a Quote Proposal for the following Project:

Project Name: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Location: **[PROJECT LOCATION]**
Mobile, AL

Project Number: **VEG-2026-2070-00**

A Quote Proposal for the above referenced Project will be received until 11:30 a.m. on [__ - __ - 2025] in the Public Services Department, 1900 Hurtel Street, Mobile, AL 36605. Quote Proposals may be submitted in person or mailed to the address indicated below. Quote Proposals will be reviewed by the Engineering Department and Public Services Department following the time established for receipt of the Quote Proposal.

All Quote Proposals should be placed in a sealed envelope with company's name and address in the top left-hand corner. The envelope should be addressed to the following:

City of Mobile
ATTN: Jason Donovan
Public Services Department
1900 Hurtel Street
Mobile, Alabama 36605
2026 Storm Water Drainage Ditch Cleaning - Quote Proposal
Project No.: VEG-2026-2070-00

For questions please contact: Jason Donovan (251) 421-6689 Jason.donovan@cityofmobile.org
Travis Dunn (251) 721-2994 travis.dunn@cityofmobile.org

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CONTRACTORS INSURANCE CERTIFICATION	EXHIBIT B
E-VERIFY AFFIDAVIT	EXHIBIT C
RIGHT OF ENTRY AGREEMENT	EXHIBIT D
TRAFFIC CONTROL INFORMATION	EXHIBIT E
DITCH MAINTENANCE STANDARDS	EXHIBIT F

ITEM I

DEFINITIONS

The following terms and their definitions shall apply:

AGREEMENT - Whenever the word "AGREEMENT" is used it shall be held to mean the signed documents comprising this written Request for Quote from the Contractor and executed by the City of Mobile, setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Agreement includes the Definitions, Instructions to Contractors, Quote Proposal, Contract Forms and Contract Bonds, Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Construction Details, Articles of Agreement, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this "AGREEMENT" comprising this written Request for Quote from the Contractor and executed by the City of Mobile and any and all exhibits and attachments, setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity submitting a Quote Proposal and selected to perform any or all construction services.

INSPECTOR - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

PROJECT – 2026 Storm Drainage Ditch Cleaning (Location), City of Mobile Public Services
Project No: VEG-2026-2070-00**.** This is for mowing and removing vegetation from various types of storm drainage ditches (See Exhibit A for locations.)

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile.

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition

WORK – All of the activities required of the Contractor to perform the requirements of this Agreement in full.

QUOTE – The total cost for the Contractor to perform all work for the referenced Project in the Quote Proposal. The Quote is a stipulated sum provided by the Contractor to provide all work in full.

QUOTE PROPOSAL – The portion of this Agreement located in Item IV, including the total cost Quote for the Project.

PUBLIC SERVICES (PS) REPRESENTATIVE – An authorized representative of the city of mobile public services Dept. Authorized by the public services project manager.

ITEM II

INSTRUCTIONS TO CONTRACTORS

The service, term, location, and lump sum cost of the work are as set out in the Request for Quote.

Examination of Documents and Site: Before submitting a Quote Proposal, the Contractor shall carefully examine this Request for Quote, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote Proposal a sum to cover the cost of all items required to perform the work in full. **The submission of the Quote Proposal will be considered as conclusive evidence that the Contractor has made such examination.**

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

Requests for information (RFI's) shall be submitted in writing to the Public Services Project Manager no later than three (3) business days prior to the Quote Proposal Submittal date. Responses shall be in the form of a written Addendum and issued to all Contractors. Receipt of all addenda shall be acknowledged by all Contractors in the Request for Quote package. **Failure to acknowledge Addenda may result in disqualification of the Quote Proposal.**

All papers attached hereto in the Request for Quote Package shall be returned with the Quote Proposal Sheets attached.

This IS a tax-exempt project. Quote Proposals shall EXCLUDE all applicable sales and use taxes.

A City of Mobile Business License is required. It shall be current at the time of submitting a Quote Proposal and throughout the Agreement period.

The Contractor must be registered with the City of Mobile as a vendor. Registration can be found at:**https://mobileselfservice.tylertech.com/Vendors/Registration/Default.aspx**

The Contractor shall submit to the City of Mobile the following documents with the project Quote Proposal:

1. The ENTIRE Quote Proposal Package

2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements as described in Item V (Example in Exhibit B)

3. Proof of enrollment in the Federal E-Verify program (Exhibit C)

4. A Company W-9 Tax Form and Vendor Information Form (if not currently on file with the City of Mobile)

5. Accounting of Sales Tax Form (Item IX)

After the Quote Package has been approved by the City, a Purchase Order (PO) will be issued to the Contractor. Under no circumstances shall any work be performed prior to the issuance of the PO. **Once the PO is received, the Contractor shall contact the Public Services Project Manager (Jason Donovan) at 251-421-6689 or Jason.donovan@cityofmobile.org as well as Travis Dunn at (251) 721-2994 or travis.dunn@cityofmobile.gov in order to confirm the construction start date in writing.**

ITEM III

PROJECT SCOPE

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for repairing damages caused to ditch sections due to contractor negligence or improper use of equipment, at no cost to the City.

If ditches are overrun by vegetation, with no clearly established channel limits, a PS Representative will define the main flow line. The Contractor shall clear the vegetation within five (5) feet on each side of the flow line.

VEGETATION REMOVAL:
Contractor is responsible for the removal of living and dead vegetation within five (5) horizontal feet beyond the top of the ditch bank (see Typical Profiles on following pages) all work shall be done inside the existing easement. Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by the PS Representative. If unsure of the area, Contractor shall contact the PS Representative for clarification. Overhanging vegetation above ditches shall be cleared up to at least five feet from the bottom of the ditch. Ditches that are deeper than five feet shall be cleared of overhanging vegetation to the top edge of the ditch. The grass and vegetation shall be mowed to a height of 4" to 6". The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch. Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is completed or as directed by the P.S. representative. In the areas where the slope of an earthen ditch bank is greater than 1:1, the vegetation will be trimmed by the contractor up to and even with the top of the bank.

FIELD DOCUMENTATION:
The following documentation will be required to be maintained by the contractor:

1. Photos of the ditches, before and after vegetation removal.
2. Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout ...), before and after vegetation removal.

ADDITIONAL REQUIREMENTS:
Prior to the start of construction, Contractors may be required to show in writing how they will accomplish their proposed bid.

ITEM IV

QUOTE PROPOSAL

Scope of Work:
Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to provide comprehensive ditch vegetation removal services as described below.

Removal of living and dead vegetation within the ditch and five (5) horizontal feet beyond the top of the ditch bank at [DITCH LOCATION], as shown in Exhibit A. Enclosed herein, the City has estimated the general location and total linear feet (LF) of ditch segments included in this project. Actual Field Conditions may vary. Contractor will provide unit and extended unit prices on the Quote Proposal Sheets. The total price quote based on the government estimated quantities will be used to set the price for award. Contractor will be required to document materials used when invoicing the city. Contractor will be paid the lump sum total price at the completion of the project, unless otherwise agreed to due to project size and complexity. If there is any work for which no pay item is provided, the cost will be considered incidental to the Project.

Company Name (Print):

Company Address:

City: _____ **State:** _____ **Zip Code:**

Owner Name (Print):

Owner Signature: _____ **Date:**

Please complete and return with your Request for Quote package.
Also, attach Contractor's proof of insurance, and other items as listed in Item II.

Quote Proposal sheet

City of Mobile

Public Services Department

Location: [Approximate ditch location]

Quote Due By: [Date]

Project No: VEG-2026-2070-00

District: #

Description: Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.

Vegetation Removal

DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	TOTAL QUOTE
Removal of all vegetation within the ditch and five horizontal feet of the top beyond the ditch bank.		LF		_____DOLLARS _____CENTS	

Total quote (written in words):

Number of working days to complete: 14

ITEM V

CERTIFICATE OF CONTRACTOR'S INSURANCE

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

For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama, stating the following:

The City of Mobile, its employees, agents, and all other indemnified parties shall be named as additional insureds on a primary and non-contributory basis for General Liability (including ongoing and completed operations), Automobile Liability, and Umbrella Liability, where required by written contract. A waiver of subrogation in favor of these parties shall apply to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation, where required by written contract. The Workers' Compensation policy shall include an Alternate Employer Endorsement and shall provide thirty (30) days' prior written notice of cancellation, where required by written contract.

A. General Liability insurance – public liability including premises, products and complete operations.
   1. Bodily injury liability - $250,000 each person
      $500,000 each occurrence

   2. Property damage liability - $100,000 each occurrence
      Or (in lieu of (1) and (2) above

   3. Bodily injury and property damage combined - $500,000 per occurrence

B. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

1. Bodily injury liability - $250,000 each person
   $500,000 each occurrence

2. Property damage liability - $100,000 each occurrence.
   Or (in lieu of (1) and (2) above)

3. Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

ITEM VI

SPECIAL PROVISIONS

1. Coordinate all work with the Program Manager of the City of Mobile Public Services Department. All Work shall be scheduled to minimize the disturbance and interruption of the flow of traffic and the public.

   If needed (when working in the roadway or performing any activities that will affect traffic), the Contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. The Traffic Control Plan must be submitted at least two full working days prior to proceeding. Contractor shall assist motorists using paddles or flagging per the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) guidelines. See Exhibit E for additional information.

2. For all work performed under this Agreement, the Contractor shall use only skilled laborers. Laborers shall be properly supervised.

3. The City shall not prohibit the Contractor from performing the work described herein during a normal workday. For this provision a "normal workday" is defined as any business day between the hours of 7:30 a.m. and 5:00 p.m.

4. The Contractor shall ensure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project.

5. Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary to abide by the terms of this Agreement.

6. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be considered incidental to the project.

ITEM VII

ARTICLES OF AGREEMENT

ENTIRE AGREEMENT:

1. This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

NO AGENCY RELATIONSHIP CREATED:

2. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.

ASSERTION OF RIGHTS:

3. Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

NON-FUNDING CLAUSE:

4. The City of Mobile will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving thirty (30) days prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

BREACH OF AGREEMENT:

5. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

TERMINATION:

6. The City or Contractor may terminate the Agreement upon thirty (30) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not be liable

for payment to the Contractor for lost profit or damages, as the result of its termination of the Agreement.
Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to ATTN: Jason Donovan, Public Services Program Manager, City of Mobile Public Services Department, 1900 Hurtel Street, Mobile, AL 36605.

AUTHORITY OF INSPECTORS:

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

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

PAYMENT:

8. The City will pay the Contractor for actual work performed in accordance with the following:
   - Payment will be made upon the satisfactory inspection, completion, and acceptance of the work as specified and verified by written statement from the City.
   - Payment will be based upon the total lump sum quoted price for the completed project, not based on unit prices.
   - An original signed invoice shall be submitted to the Public Services Department Program Manager for review and approval. This invoice shall be marked "FINAL ESTIMATE". It shall be emailed to **travis.dunn@cityofmobile.gov** (251-721-2994) **AND Jason.donovan@cityofmobile.org** (251-421-6689), and a hard copy should also be mailed to:

     City of Mobile
     Public Services Maintenance
     Attn. Jason Donovan
     Program Manager
     1900 Hurtel Street
     Mobile, Alabama 36605

NOTICES:

9. Notice for the City shall be mailed to:

City of Mobile
Public Services Maintenance
Attn. Jason Donovan,
Program Manager
1900 Hurtel Street
Mobile, Alabama 36605

EQUAL OPPORTUNITY:

10. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Service Contractors comply with the Equal Employment Opportunity laws and the provisions of the Project Documents in this regard.

    The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on this and all other publicly solicited Quote Proposals.

COMPLIANCE WITH ALABAMA IMMIGRATION LAW:

11. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

    The Contractor agrees that he/she shall comply with all the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to this Agreement in Exhibit C and incorporated herein by reference.

BOYCOTT:

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

ANTI-DISCRIMINATION CLAUSE:

13. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

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

ITEM VIII

SUPPLEMENTAL SPECIFICATIONS

ITEM 740-A. *TRAFFIC CONTROL*:

740 A.1

Description

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

740 A.2

Materials

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

740 A.3

Basis of Payment

Payment will be included in the project lump sum price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ITEM IX

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS

A. DESCRIPTION OF REQUIREMENTS

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

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

3. Forms required to be completed and submitted shall be those included in the Request for Proposal Package; those required by the ADOR; and any others as required by the Owner.

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

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract Documents including, in part, "Instructions to Contractors" and "Special Provisions". Unaltered provisions of those documents shall remain in effect.

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

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

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

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

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

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

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its Quote Proposal.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** _____

Name of Project: **[Street Name]**
2026 Storm Drainage Ditch Cleaning

Project Number: VEG-2026-2070-00

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

BASE QUOTE	**ESTIMATED SALES TAX AMOUNT**
$	$

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

Legal Name of Contractor_____

Mailing Address_____

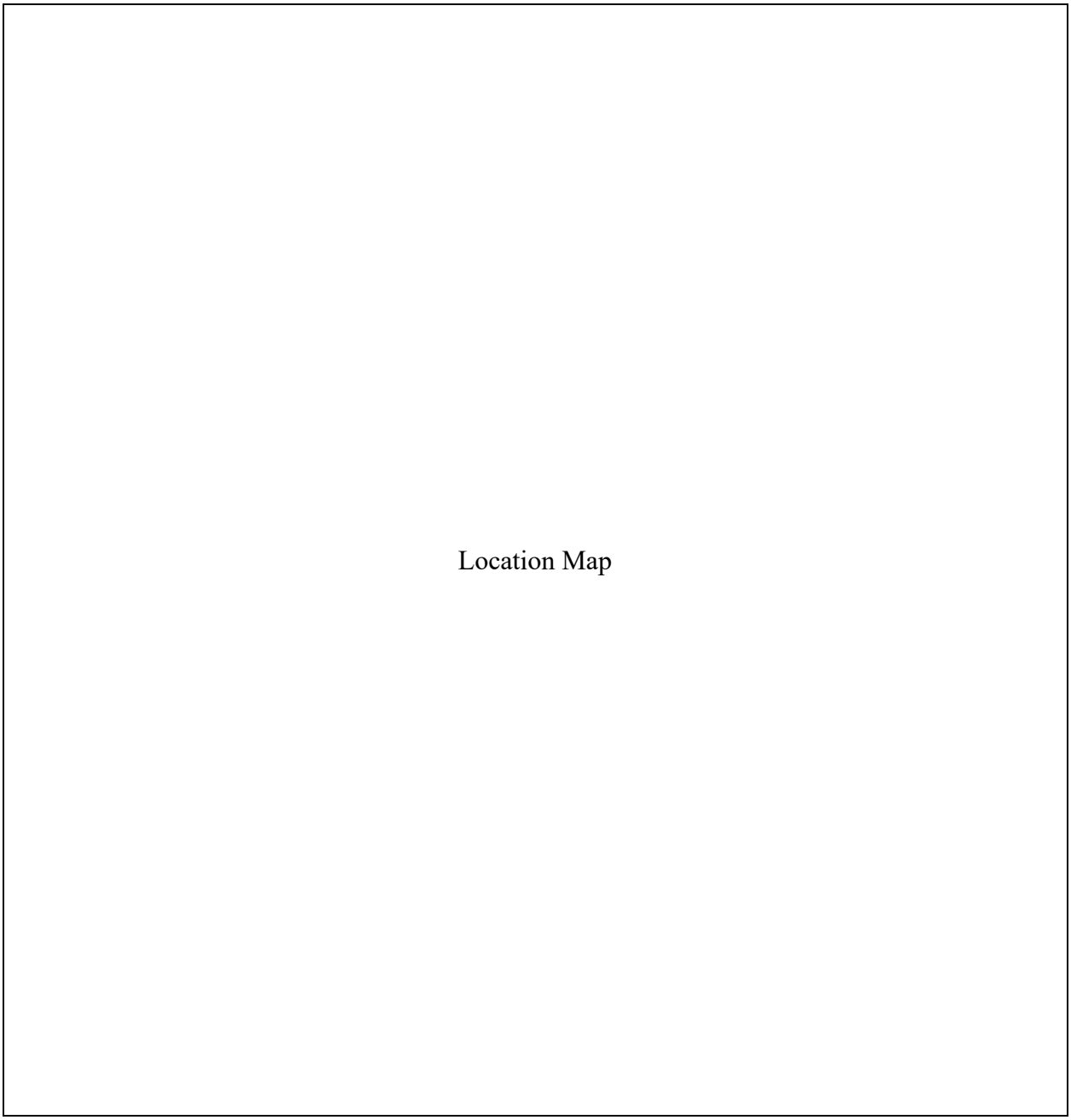
***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title_____

Telephone Number_____

EXHIBIT A
LOCATION MAP(S) AND PHOTOS


Location Map

Location Photo	Location Photo
Location Photo	Location Photo

EXHIBIT B
CONTRACTORS INSURANCE CERTIFICATION

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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

INSERT PROJECT NAME; Project Number 20xx-3005-xx

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

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

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EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of: _____

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

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

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

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20___.

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

_____
Signature and Seal of Notary Public

EXHIBIT D
RIGHT OF ENTRY AGREEMENT

RIGHT OF ENTRY AGREEMENT

This Right of Entry, ("Agreement") is entered into and effective as of the _____day of _____ 20___ , by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter, "City"), and:

Property Owner(s):

Mailing Address:

Property Address (if different):

(collectively referred to as "Owner").

RECITALS

WHEREAS, Owner is the lawful owner or authorized representative of the real property located at the address stated above ("the Premises"); and

WHEREAS the City has requested access to the Premises for the limited purpose of performing or facilitating the following work or activity:

Inspection, mowing, trimming, and removal of vegetation and debris within existing storm drainage ditches and easements, including associated documentation and incidental maintenance activities; and

WHEREAS Owner is willing to grant the City temporary access to the Premises subject to the terms and conditions set forth below.

AGREEMENT

1. **Right of Entry.**
   The Owner hereby grants the City, its officers, employees, contractors, and authorized agents the right to enter the Premises at reasonable times for the limited purpose described above, including bringing personnel, vehicles, and equipment as necessary. This right shall extend only for the duration reasonably necessary to complete the activity described and shall not create or imply any permanent interest or easement in the Premises.

   The work will be done in an orderly manner, and any property disturbed by the City will be returned to a condition substantially the same as it was on the date entry was granted upon the above-described property.

2. **No Compensation.**

   Owner acknowledges and agrees that no compensation will be provided by the City in connection with the entry, inspection, or work performed unless otherwise agreed to in writing by the parties.

3. **Entire Agreement.**

   This Agreement represents the entire agreement between the parties regarding the matters described herein and supersedes any prior oral or written understandings. No amendment or modification shall be valid unless in writing and signed by both parties.

4. **Governing Law and Venue.**

   This Agreement shall be governed by the laws of the State of Alabama. Any dispute shall be resolved exclusively in the state or federal courts located in Mobile County, Alabama.

5. **Binding Effect.**

   This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

6. **Photographic Documentation.**

   The City may take photographs or videos of the Premises during its access solely for documentation and public record purposes. Such materials may be retained and used by the City as needed, subject to applicable public records laws.

7. **Records and Public Disclosure.**

   This Agreement and any records created in connection with the work may be subject to public disclosure in accordance with Alabama law, including the Alabama Open Records Act.

8. **Emergency Access Carve-Out.**

   Nothing in this Agreement shall be construed to limit the City's right to enter the Premises without consent in cases of emergency or as otherwise authorized by law.

9. Environmental Conditions.

The City shall have no responsibility for pre-existing environmental conditions or contamination on the Premises. If environmental concerns are discovered during the work, the City may suspend activity until further evaluation is conducted.

10. Assumption of Risk.

Owner acknowledges that certain activities may pose inherent risks, including temporary disruption of access or minor damage to landscaping or surface features. Owner accepts such risks as reasonably incidental to the limited work authorized herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OWNER(S):

Signature:

Print Name:

Date:

Signature:

Print Name:

Date:

WITNESSED BY:

Signature:

Print Name:

Address:

Date:

Signature:

Print Name:

Address:

Date:

CITY OF MOBILE, ALABAMA

By:

Name:

Title:

Date:

EXHIBIT E
TRAFFIC CONTROL INFORMATION

Traffic Control Information

The Contractor shall be prepared to assist motorists with flagging operations per MUTCD guidelines, as required. Be aware that if work is being performed close to the roadway, but not actually in the road, that some flagging operations may be needed. This may be the case if motorists' line of sight is blocked due to equipment and/or concrete trucks.

If any construction activities will be performed in the roadway or will affect traffic, a Traffic Control Plan must be submitted by the Contractor to Butch Ladner in the City of Mobile Traffic Engineering Department at least two full working days prior to initiating work. The Traffic Control Plan must show site specific conditions including any cross streets and driveways that are within the traffic control zone. Butch Ladner may be contacted at (251) 208-2972 for questions, assistance, or to discuss traffic control requirements.

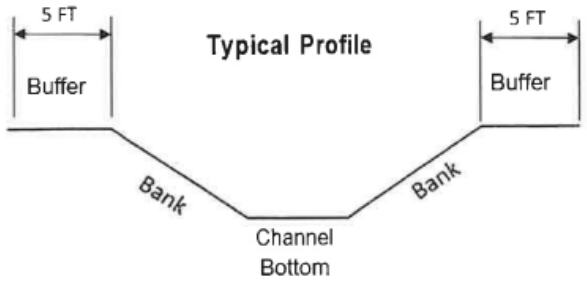
The MUTCD can be found at https://mutcd.fhwa.dot.gov/kno_2009r1r2.htm.

If you are unfamiliar with MUTCD requirements, a local traffic control contractor may be of assistance in preparing a traffic control plan or renting equipment.

EXHIBIT F
DITCH MAINTENCE STANDARDS

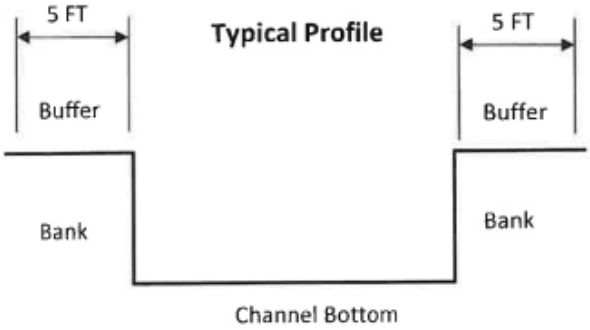
Ditch Maintenance Standards

Trapezoidal Ditch Maintenance Standards



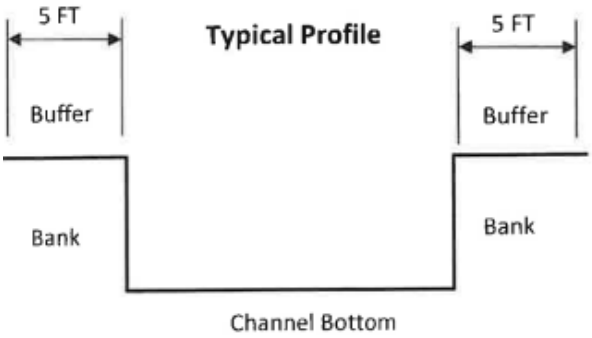
Note: This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



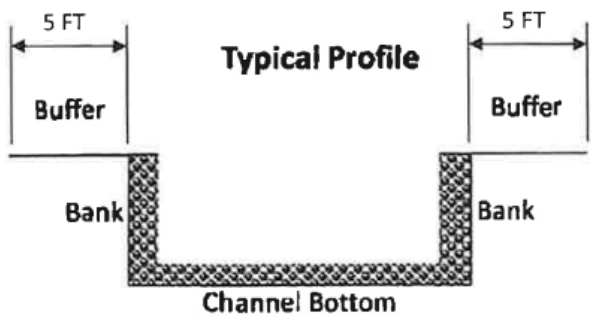
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Concrete Rectangular Ditch Maintenance Standards



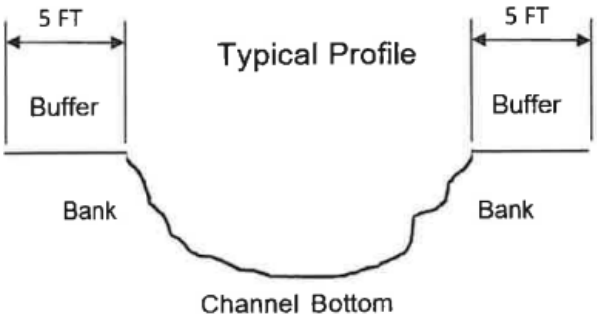
Note: This profile represents a typical rectangular concrete ditch. Depth and buffer area varies.

Gabion Ditch Maintenance Standards



Note: This profile represents a typical Gabion ditch. Depth and buffer area varies.

Earthen Ditch Maintenance Standards



Note: This profile represents a typical Earthen ditch. Depth and buffer area varies.

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 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 15 HP Prodesk 4 GII desktop computers for MFRD.

Amount of Contract:
$23,848.50

Funding Source
Enterprise fund - EMS Response

ATTACHMENTS:
1. 20260717 CDW Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 15 HP Prodesk 4 GII desktop computers for MFRD.
EMS Response

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $23,848.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid reqmt. Sourcewell coop. 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
15326	2026	(1510) FIRE ADMINISTRATION	15 HP PRODESK 4 GII DESKTOP COMPUTERS FOR MFRD (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT AT PRICE LESS THAN STATE CONTRACT)	$23,848.50	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00015321-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
07/15/26	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #121923-CDWG TECH AND YOUR QUOTE #PXQN202.			
001	ITEM: HP ProDesk 4 G1i Desktop Computer Intel Core Ultra 7 15th Gen 265 vPro Supplier Part No: 8407659 Manufacturer Part No: BH9F1UT#ABA Manufacturer Name: HP Smart Buy Desktop Supplier Quote No: 49594:PXQN202|d4348e90df29452f8ef2f 17936d50aba NIGP: UNSPSC: 43211507	15.00 EACH	1589.90000	23848.50
	1 6120.70.15.0000.0000.1510.0000.0000.42150.			23848.50
	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 23848.50

Bill To	Requisition 00015321-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	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
07/15/26	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	6120.70.15.0000.0000.1510.0000.0000.42150.		23848.50	2024112.71
	EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS			

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

Activity	Date	Clerk	Comment
Approved	07/17/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/17/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/17/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/17/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/17/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/17/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	07/17/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	07/17/26	ANNE FOLEY	
Approved	07/17/26	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 | 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

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Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

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Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

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Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	$223.65
ServiceNow Program Manager	$232.05
ServiceNow Advisory Services	$245.70
ServiecNow Principal Consultant	$289.80
ServiceNow Organizational Change Management Cons	$289.80
ServiceNow Integration Expert	$236.25
ServiceNow Quality Assurance Expert	$196.35
ServiceNow Solution Architect	$236.25
ServiceNow Technical Consultant	$210.00
ServiceNow Trainer	$236.25

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	$140.00
Sr Analyst	$165.00
Consultant	$215.00
Sr Consultant	$255.00
Managing Consultant	$275.00
Principal Consulant	$295.00
Chief Architect	$295.00
Consulting Project Manager	$215.00
Consulting Engagement Manager	$230.00
Consulting Project Coordinator	$165.00
Consulting Program Manager	$245.00
Enterprise Architect	$295.00
Executive Technology Strategist	$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	$341.25
Practice Director	$341.25
Digital Strategy Consultant	$309.75
Principal Consultant - Cloud	$309.75
Hybrid Cloud Architect	$262.50
Hybrid Cloud Engineer	$236.25
Principal Consultant - DataOps	$309.75
DataOps Architect	$262.50
DataOps Engineer	$236.25
Principal Consultant - SW	$309.75
SW Architect	$262.50
SW Engineer	$225.75
Principal Consultant - SDI	$309.75
Solutions Architect	$262.50
Solutions Engineer	$236.25
Digital Product Strategist	$262.50
Enterprise Program Manager	$236.25
Sr Technical Project Manager	$231.00
Technical Project Manager	$215.25
Sr. Agile Project Manager	$236.25
Agile Project Manager	$225.75

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$572.36
DHCP Support add to MS AD above	$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	$2,753.10
EMC Data Domain - Gold	$2,173.50
Microsoft System Center DPM - SM <100 - Gold	$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	$2,753.10
Microsoft System Center DPM - XL - Gold	$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	$869.40
MySQL- Gold	$869.40
Oracle - Gold	$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	$275.31
Cisco HyperFlex Node Mangement - Gold	$275.31
Nutanix Node Management - Gold	$275.31
vSAN Node Management - Gold	$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	$69.05
Aruba Wireless Controller/Conductor - Gold	$65.21
Aruba Wireless Access Points - Gold	$2.90
Cisco Mobility Services Engine – Gold	$50.72
Cisco Prime Infrastructure Manager - Gold	$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	$28.98
Cisco Switch: Core (no Module Capability) - Gold	$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	$66.65
Cisco Switch: Module - Gold	$14.49
Cisco Router - Gold	$50.72
Cisco iWAN - Gold	$50.72
Cisco WAAS/WAVE - Gold	$37.67
Cisco Wireless Controller - Gold	$65.21
Cisco Wireless Access Points - Gold	$2.90
Cisco SD-WAN - Gold	$81.14
Cradlepoint Flex - Gold	$28.98
Cradlepoint Enterprise - Gold	$44.92
F5: BIG-IP - Gold	$75.35
F5: Local Traffic Manager (LTM) - Gold	$218.80
F5: Advance Firewall Manager (AFM) - Gold	$182.57
F5: BIG-IP DNS - Gold	$181.13
Riverbed Steelhead - Gold	$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	$73.90
Meraki MR Wireless Access Points - Gold	$2.90
Meraki MV Wireless Camera - Gold	$3.62
Meraki MG Cellular Gateway - Gold	$14.49
Meraki MS Switch - Gold	$14.49
Meraki MX Security Appliance - Gold	$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	$81.51
Linux O/S (Red Hat/ SUSE) - Gold	$163.74
AIX O/S - Gold	$310.09
IBM System I - Gold	$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	$644.81
Palo Alto Firewall wo Panorama - Gold	$549.17
Palo Alto Firewall w Panorama - Gold	$549.17
Palo Alto Panorama - Gold	$266.62
Cisco Identity Services Engine (ISE) - Gold	$539.56
Fortinet Firewall wo FortiManager – Gold	$549.17
Fortinet Firewall w FortiManager – Gold	$549.17
Fortinet FortiManager – Gold	$266.62
Fortinet FortiAnalyzer – Gold	$81.14
Cisco Umbrella - Gold (Per User)	$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	$210.11
Nutanix AHV - Gold	$210.11
Microsoft Hyper-V - Gold	$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.32
SAN Switch - Gold	$239.09
Controller: NetApp (Priced per controller) - Gold	$1,086.75
Controller: EMC (Priced per controller) - Gold	$1,086.75
Controller: IBM (Priced per controller) - Gold	$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	$398.48
Call Control: Cisco Voice Gateway - Gold	$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	$811.01
Call Control: Cisco Attendant Console (CUxAC) - Gold	$543.38
Call Control: VistaPoint Attendant Console - Gold	$543.38
Call Control: Cisco Call Manager Express - Gold	$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	$144.90
911: Cisco Emergency Responder (CER) - Gold	$398.48
Voice Mail: Cisco Unity Express - Gold	$181.13
Notification: InformaCast from Singlewire - Gold	$398.48
Call Experience Testing - 2CPH - Gold	$495.71
Included Up to 10 MACD Incidents - Monthly (If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	$454.17
Contact Center: SocialMiner - Gold	$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	$456.44
Contact Center: eGain Analytics - Gold	$405.72
Contact Center: ESNA Cloudlink - Gold	$144.90
CVP: CVP Operations Console - Gold	$405.72
CVP: SIP Proxy (CUSP) - Gold	$202.76
CVP: Ingress Gateway - Gold	$108.68
CVP: VXML Gateway - Gold	$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	$398.48
Cisco WebEx Cloud Connected Audio - Gold	$446.05
Cisco Meeting Place Express - Gold	$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	$217.35
UC Video: Cisco Telepresense Content Server - Gold	$398.48
UC Video: Expressway-C / Expressway-E - Gold	$217.35
UC Video: Telepresense Management Suite (TMS) - Gold	$543.38
Cisco Webex Hybrid Directory Connector - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$217.35
UC Video: MSE Chassis - Gold	$144.90
UC Video: MCU MSE Blade - Gold	$108.68
UC Video: Gateway (GW) MSE Blade - Gold	$108.68
UC Video: Endpoint Management - Gold	$72.45
UC Video: Telepresense Server Blade - Gold	$108.68
UC Video: Telepresense MCU - Gold	$108.68

AWS and AZURE Basic / Essential / Premium Support	**Monthly Price**
*Basic Service - $0K to $10K	As Invoiced
*Basic Service - $10K to $250K	As Invoiced
*Basic Service - $250K+	As Invoiced
Essential Service - $0K to $35K	As Invoiced
Essential Service - $35K to $75K	As Invoiced
Essential Service - $75K+	As Invoiced
Premium Service - $0K to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	**Monthly Price**
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	**Not to exceed Bill Rate (USD)**
Managed Services Engineering and Consulting	$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices
Gold Level Support = $1,000.00 per Month
AWS / Azure Support
Basic = $49.00 per Month
Essential = $400.00 per Month
Premium = $2,500.00 per Month

Time and Materials Support - Additional Terms
Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	$183.75
Consulting Engineer	$225.75
Senior Consulting Engineer	$236.25
Technical Lead / Principal Consulting Engineer	$267.75
Enterprise Consulting Architect	$267.75
Business Consulting Analyst	$257.25
Project Administrator	$173.25
Project Manager	$220.50
Senior Project Manager	$225.75
Enterprise Project Manager, PMO Lead	$241.50
Program Manager	$241.50
Technical Architect	$367.50

*These rates are subject to 5% annual escalation,

on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	$249.38
Manager	$274.31
Sr. Consultant	$299.25
Sr. Manager	$299.25
Director	$374.06

Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$249.38
Manager	$259.35
Sr. Manager	$274.31
Principal Consultant	$279.30
Technical Lead	$279.30
Director	$324.19
Managing Director	$399.00

IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	$164.59
Sr. Associate Consultant	$184.54
Consultant	$229.43
Sr. Consultant	$249.38
Managing Consultant	$259.35
Manager	$259.35
Architect	$269.33
Sr. Manager	$274.31
Principal Consultant	$279.30
Director	$324.19
Managing Director	$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	$179.55
Consultant	$229.43
Sr. Consultant	$254.36
Enterprise Atchitect	$279.30
Principal Consultant	$279.30
Technical Lead	$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	$119.70
Sr. Associate Consultant	$134.66
Consultant-Finance	$144.64
Sr. Consultant-Finance	$149.63
Consultant-IT	$154.61
Sr. Consultant-IT	$159.60
Manager	$169.58
Sr. Manager	$179.55
Director	$184.54
Managing Director	$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 23, 2025

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2026**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

Attention Counties and Municipalities:

Please be advised, this letter authorizes the purchase of materials or equipment that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code*

1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of the materials or equipment. See Section 39-2-2(m)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Dell Marketing LP for 50 Dell Pro Slim QBS1250 desktop computers for MPD.

Amount of Contract:
$78,520.50

Funding Source
General fund

ATTACHMENTS:
1. 20260723 Dell Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 Dell Marketing LP

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Dell Marketing LP for 50 Dell Pro Slim QBS1250 desktop computers for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $78,520.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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
15678	2026	(1530) POLICE ADMIN SERVICES	50 DELL PRO SLIM QBS1250 DESKTOP COMPUTERS FOR MPD (AL STATE CONTRACT)	$78,520.50	(44120) DELL MARKETING LP

Adopted:

_____

City Clerk

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
DELL MARKETING LP ONE DELL WAY RR8/2ND FLOOR-H168 ATTN JEFF MURRAY ROUND ROCK, TX 78682 Tel#866 Fax 6345653	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT #MA230000003898 AND YOUR QUOTE #3000203895966.4 ATTN: RYAN OKELLEY 800-456-3355 6186416 RYAN.OKELLEY@DELL.COM CUSTOMER #550393312444			
001	DESKTOP COMPUTER, DELL PRO SLIM QBS1250 Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz) - 338-CRZM Windows 11 Pro - 619-BBQD 32GB: 2 x 16GB, DDR5, up to 5600 MT/s, non-ECC- 370-BCWR 1TB SSD TLC - 400-BSWR Screw for SSD - 773-BBBC Integrated Graphics - 490-BKSX No Wireless LAN Card - 555-BLXL Internal speaker - 520-BBKW No Additional Add In Cards - 382-BBHX Dell Pro Slim Plus QBS1250 with 260W PSU - 329-BKSP Dell Pro Keyboard and Mouse - KM5221W - US English - Black - 580-BCCH Mouse included with Keyboard - 570-AADI ENERGY STAR Qualified -	50.00 EACH	1570.41000	78520.50

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DELL MARKETING LP	POLICE HEADQUARTERS
ONE DELL WAY	2460 GOVERNMENT STREET
RR8/2ND FLOOR-H168	
ATTN JEFF MURRAY	MOBILE, AL 36606
ROUND ROCK, TX 78682	
Tel#866	Delivery Reference
Fax 6345653	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	387-BBLW System Power Cord C13 (Philipine/TH/US) 450-AAOJ Documentation - 340-DNBV Watch Dog SRV - 379-BFYR Quick Start Guide - 340-DTTZ US/Canada Battery Warning Label 389-FKHG Trusted Platform Module (Discrete TPM Enabled) - 329-BBJL Shipping Material (DAO)- 340-DTSR Shipping Label - 389-BBUU DAO Regulatory label for 260W PSU - 389-FJYR Driver/APP for IRST - 658-BFTS Intel(R) Core(TM) Ultra 7 vPro Processor Label - 389-FJVS Desktop BTO Standard shipment - 800-BBIO Dell Pro Slim Plus QBS1250 - 210-BPPM 8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive - 429-BBCG Intel vPro(R) Enterprise - 631-BCBN Cable Cover - 325-BGGZ EPEAT Silver with Climate+ - 379-BDTO No Additional Add In Cards - 382-BBHX No Additional Network Card Selected (Integrated NIC included) - 555-BBJO No Additional Video Ports - 492-BCKH No Media Card Reader - 379-BBHM NO RAID- 817-BBBN English, French, Spanish, Brazilian Portuguese - 619-BBPD CyberLink			

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
DELL MARKETING LP ONE DELL WAY RR8/2ND FLOOR-H168 ATTN JEFF MURRAY ROUND ROCK, TX 78682 Tel#866 Fax 6345653	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Media Essentials for Windows 430-XYIX Custom Configuration - 817-BBBB No Option Included - 340-ACQQ M.2 Caddy + ODD- 325-BGHH Dell Limited Hardware Warranty Plus Service- 717-8784 ProSupport: 7x24 Technical Support, 3 Years - 717-8797 ProSupport: Next Business Day Onsite, 3 Years - 717-8802 Thank you choosing Dell ProSupport. For tech support, visit //support.dell. com/ProSupport 989-3449 Activate Your Microsoft 365 For A 30 Day Trial - 630-ABBT Dell Pro Slim Plus QBS1250 - 658-BFVK			
1	1000.30.15.1530.1530.1530.0000.0000.45050.			72468.69
2	1000.30.15.1530.1530.1530.0000.0000.44020.			6051.81

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Bill To	Requisition 00015678-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
DELL MARKETING LP	POLICE HEADQUARTERS
ONE DELL WAY	2460 GOVERNMENT STREET
RR8/2ND FLOOR-H168	
ATTN JEFF MURRAY	MOBILE, AL 36606
ROUND ROCK, TX 78682	
Tel#866	Delivery Reference
Fax 6345653	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	044120				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			78520.50

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.		
	6051.81	405995.93
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		
1000.30.15.1530.1530.1530.0000.0000.45050.		
	72468.69	405995.93
POLICE ADMIN SERVICES EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	07/23/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/23/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/23/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/23/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/23/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/23/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	07/23/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	07/23/26	ANNE FOLEY	
Approved	07/23/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Dell Inc. Products and Services (PCs and accessories)

Type
Master Agreement

Supplier
DELL MARKETING L P

Contract Code
MA230000003898

Linked Solicitation
Dell, Inc. Products and Services

Sourcing Number
SRC0000013822

Public Comments
Provides Dell OEM business-class computing products, including desktops, laptops, workstations, tablets, monitors, compatible accessories, and related maintenance services; printers, servers, storage, networking equipment, and cloud-based products are excluded

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@procurement.alabama.gov	334-242-4667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Carlynn	Panone	Carlynn.Panone@Dell.com	
James	Eddings	James.Eddings@dell.com	205-650-0816

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
3/15/2023

End Date
3/14/2027

Documents

- MA additional terms and conditions.pdf
- RFB Standard Boilerplate udated 11.21.2022.pdf
- Dell PC Terms and Conditions.pdf

Items

Item Name	Product Code		UOM
Technical Services - Discount: 4%	TechSvs	0.00	Each
Dell, Inc OEM Monitors - Discount: 25%	Monitors	0.00	Each
Manufacturer Compatible Accessories - Discount: 10%	Accessories	0.00	Each
Dell, Inc. OEM Personal Computers - Discount: 35%	PCs/Laptops	0.00	Each

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Howard Industries Inc., for annual renewal of FileWave unified endpoint technology device management software for MIT.

Amount of Contract:
$34,254.00

Funding Source
General fund

ATTACHMENTS:
1. 20260721 Howard Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 Howard Industries Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Howard Industries Inc., for annual renewal of FileWave unified endpoint technology device management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $34,254.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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
15648	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF FILEWAVE UNIFIED ENDPOINT TECHNOLOGY DEVICE MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	$34,254.00	(292451) HOWARD INDUSTRIES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015648-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	292451				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER Omnia Partners Contract 01-145 AND YOUR QUOTE TM7 1667338.00. 08/01/26 - 07/31/27			
001	Desktop Client License Win/Mac PUBLIC/GOVT- 12 Months MPN: Desktop Client License Win/Mac PUBLIC/GOVT Contract: Omnia Partners Contract 01-145	1300.00 EACH	20.00000	26000.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			26000.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Mobile License Android/iOS/tvOS PUBLIC/GOVT- 12 Months MPN: Mobile License Android/iOS/tvOS PUBLIC/GOVT Contract: Omnia	700.00 EACH	9.00000	6300.00

Bill To	Requisition 00015648-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
HOWARD INDUSTRIES INC P O BOX 1588 LAUREL, MS 39441 Tel#601-399-5831 Fax 601-399-5077	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	292451				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Partners Contract 01-145			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			6300.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Hosting Fees- One Time Charge for 12 Months MPN: Hosting Fees Contract: Omnia Partners Contract 01-145	1.00 EACH	1379.00000	1379.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1379.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To	Requisition 00015648-00 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 3

Vendor	Ship To
HOWARD INDUSTRIES INC	MIT
P O BOX 1588	651 CHURCH STREET
	MOBILE, AL 36602
LAUREL, MS 39441	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#601-399-5831 Fax 601-399-5077	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	292451				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	Team Viewer License-12 Months MPN: Team Viewer License Contract: Omnia Partners Contract 01-145	1.00 EACH	575.00000	575.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			575.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 34254.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	34254.00	1902346.61

INFORMATION TECHNOLOGY EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	07/21/26	GREG HOLLIDAY	Auto approved by: 91057606

Bill To	Requisition 00015648-00 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 4

Vendor	Ship To
HOWARD INDUSTRIES INC	MIT
P O BOX 1588	651 CHURCH STREET
	MOBILE, AL 36602
LAUREL, MS 39441	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#601-399-5831	
Fax 601-399-5077	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/26	292451				INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/21/26	SCOTT KEARNEY			
	Approved	07/21/26	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	07/21/26	DONALD ROSE		Auto approved by: 9105fola	
	Approved	07/21/26	SANDRA LEWIS		Auto approved by: 9105fola	
	Approved	07/21/26	STEVEN KRONINGER		Auto approved by: 9105fola	
	Approved	07/21/26	MARYLYN BUSCHELL		Auto approved by: 9105fola	
	Approved	07/21/26	JAMES NEESE		Auto approved by: 9105fola	
	Approved	07/21/26	PATRICIA KENNEDY-JONES		Auto approved by: 9105fola	
	Approved	07/21/26	REBECCA CRUMPLER		Auto approved by: 9105fola	
	Approved	07/21/26	ANNE FOLEY			
	Approved	07/21/26	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, INACTIVE

Purpose and Scope of Project:
To approve issuance of purchase order to MCCI, LLC, for annual renewal of Laserfiche document management software for MIT.

Amount of Contract:
$49,378.33

Funding Source
General fund.

ATTACHMENTS:
1. 20260717 MCCI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 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 MCCI, LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to MCCI, LLC, for annual renewal of Laserfiche document management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $49,378.33

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.

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

How many bidders submitted bids (if applicable): _____

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
15326	2026	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF LASERFICHE DOCUMENT MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	$49,378.33	(299712) MCCI, LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00015326-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
MCCI, LLC PO BOX 790379 SAINT LOUIS, MO 63179 Tel#8507010725	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	299712				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER OMNIA CONTRACT #NCPA01-162 INVOICE RN30020. COVERAGE PERIOD 9/15/26 - 9/14/27.			
001	Laserfiche Business User Subscription (25-49 Users) - Basic Subscription COVERAGE PERIOD 09/15/26-09/14/27	49.00 EACH	827.92500	40568.33
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			40568.33
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Laserfiche PowerPack 2 by MCCi Subscription	1.00 EACH	1425.00000	1425.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			1425.00

Bill To	Requisition 00015326-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MCCI, LLC PO BOX 790379 SAINT LOUIS, MO 63179 Tel#8507010725	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	299712				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Training Center for Laserfiche Subscription (25-49 Users)	1.00 EACH	2840.00000	2840.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2840.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	MCCi SLA for Laserfiche (25-49 Users)	1.00 EACH	2250.00000	2250.00

Bill To	Requisition 00015326-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
MCCI, LLC PO BOX 790379 SAINT LOUIS, MO 63179 Tel#8507010725	MIT 651 CHURCH STREET MOBILE, AL 36602 SAMANTHA.COOLEY@CITYOFMOBILE.GOV
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	299712				INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2250.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	MCCi Managed Support Services for Laserfiche	1.00 EACH	2295.00000	2295.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2295.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 49378.33

Bill To	Requisition 00015326-00 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 4

Vendor	Ship To
MCCI, LLC	MIT
PO BOX 790379	651 CHURCH STREET
	MOBILE, AL 36602
SAINT LOUIS, MO 63179	SAMANTHA.COOLEY@CITYOFMOBILE.GOV
Tel#8507010725	
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/26	299712				INFORMATION TECHNOLOGY

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	49378.33	2024112.71

INFORMATION TECHNOLOGY EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	07/15/26	GREG HOLLIDAY	Auto approved by: 91057606
Approved	07/15/26	SCOTT KEARNEY	
Approved	07/15/26	UDARA JAYASENA	Auto approved by: 91057606
Approved	07/17/26	DONALD ROSE	Auto approved by: 9105fola
Approved	07/17/26	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/17/26	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/17/26	MARYLYN BUSCHELL	Auto approved by: 9105fola
Approved	07/17/26	JAMES NEESE	Auto approved by: 9105fola
Approved	07/17/26	PATRICIA KENNEDY-JONES	Auto approved by: 9105fola
Approved	07/17/26	REBECCA CRUMPLER	Auto approved by: 9105fola
Approved	07/17/26	ANNE FOLEY	
Approved	07/17/26	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions software and support for managing MFRD training, qualifications, evals, and equipment.

Amount of Contract:
$85,877.43

Funding Source
General fund

ATTACHMENTS:
1. 20260721 Vector Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 July 2026 (Date) Item No. _____

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

Sponsored by: Spiro 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 Vector Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Vector Solutions, Inc., for annual renewal of Vector Solutions software and support for managing MFRD training, qualifications, evals, and equipment. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $85,877.43

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.

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
15593	2026	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS SOFTWARE AND SUPPORT FOR MANAGING MFRD TRAINING, QUALIFICATIONS, EVALUATIONS, AND EQUIPMENT (BID EXEMPT AS SOFTWARE)	$85,877.43	(295501) VECTOR SOLUTIONS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE. THIS IS A TRAINING SOFTWARE.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
	PREVIOUSLY TARGETSOLUTIONS.			
001	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE.	40.00 EACH	191.67000	7666.80
	Additional Description Notes			
	SOFTWARE: ANNUAL RENEWAL TSCHECKIT-A Vector Check It - Vehicles Apparatus QUOTE Q-546580, 1- YEAR			
	Vendor Item			
	Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			7666.80
	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			

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 2

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
002	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSMAINTFEES Vector LMS, TargetSolutions Edition - Maintenance Fee Annual maintenance of Vector LMS, TargetSolutions Edition QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	1.00 EACH	395.00000	395.00
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes ---	27.00 EACH	95.84000	2587.68

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TSCHECKITFIREVEHICLES Vector Check It - Fire/EMS Vehicles Vehicles QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719			
1	1000.30.15.1510.1510.1510.0000.0000.42115.			2587.68
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSPREMIER Vector LMS, TargetSolutions Edition Premier Membership Training management for public entities and professionals QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	538.00 EACH	107.41000	57786.58
1	1000.30.15.1510.1510.1510.0000.0000.42115.			57786.58

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSONLINE Vector LMS, TargetSolutions Edition - Online Training Package Admin QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	41.00 EACH	45.65000	1871.65
	1 1000.30.15.1510.1510.1510.0000.0000.42115.			1871.65

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 5

Vendor	Ship To
VECTOR SOLUTIONS, INC	FIRE CENTRAL SUPPLY
92 CORNERSTONE DR.	2851 OLD SHELL ROAD
SUITE 218	
	MOBILE, AL 36607
CARY, NC 27519	RICHARDSONV@CITYOFMOBILE.ORG
US	
Tel#8775205521	Delivery Reference
Fax 9198821628	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE RENEWAL, INCLUDES UPDATES AND MAINTENANCE. Additional Description Notes --- TSEVAL Vector Evaluations+ Vector Evaluations+ for web and mobile QUOTE Q-546580 Vendor Item Inventory Item/Loc 1719	538.00 EACH	28.94000	15569.72
1	1000.30.15.1510.1510.1510.0000.0000.42115.			15569.72

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 6

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				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 85877.43

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42115.	85877.43	
FIRE ADMINISTRATION EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Queued	07/20/26	DONALD ROSE	
Queued	07/20/26	SANDRA LEWIS	
Queued	07/20/26	STEVEN KRONINGER	
Queued	07/20/26	MARYLYN BUSCHELL	
Queued	07/20/26	JAMES NEESE	
Queued	07/20/26	PATRICIA KENNEDY-JONES	
Queued	07/20/26	REBECCA CRUMPLER	

Bill To	Requisition 00015593-00 FY 2026
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.42115. Review: Buyer: Status: Released Page 7

Vendor	Ship To
VECTOR SOLUTIONS, INC 92 CORNERSTONE DR. SUITE 218 CARY, NC 27519 US Tel#8775205521 Fax 9198821628	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/20/26	295501				FIRE ADMINISTRATION

LN	Description / Account		Qty	Unit Price	Net Price
	Queued 07/20/26	ANNE FOLEY			
	Queued 07/20/26	JOHN PAINE			
	Queued 07/20/26	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Kathlyn Scott, Director of Pensions

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Police and Fire Pension 2.5 percent COLA for retirees.

Amount of Contract:

Funding Source
80008000.40100

ATTACHMENTS:
1. Council Resolution.COLA10.2026

REVIEWERS:
Karen Naman
Kathlyn Scott
Logan Gewin
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor Cheriogotis

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile agrees to provide a one-time cost-of-living adjustment for those certain classes of pensioners of the Police and Firefighter's Retirement Plan as detailed below:

Retirees:

For retirees who retired prior to October 1, 1977;
2.5%

For retirees who retired during the period of October 1, 1977, through April 14, 1985;
No increase

For retirees who retired during the period April 15, 1985, through September 30, 2026;
2.5%

For retirees actively participating in the Deferred Retirement Option Program (DROP);
2.5%

Beneficiaries:

For widows of retirees who retired prior to April 14, 1985 ("$150 widows" only);
2.5%

For widows/beneficiaries whose benefit began during the period April 15, 1985, through September 30, 2026; and
2.5%

BE IT FURTHER RESOLVED that the cost-of-living adjustment will become effective October 1, 2026.

Adopted:

City Clerk

July 22, 2026

Dear Councilmembers:

Attached to this memo is a temporary construction easement between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Temporary Construction Easement, from R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Management Department of the City of Mobile.

Adopted:

_____

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA

COUNTY OF MOBILE

This indenture made this 17th day of July, 2026, by and between R-CUBED, L.L.C., an Alabama limited liability company (hereinafter "Grantor"), and the CITY OF MOBILE, a Municipal corporation, organized and existing under the laws of the State of Alabama (hereinafter "Grantee").

W I T N E S S E T H:

That the Grantor is the owner of the real property located at 715 Loeffler Street, Mobile, AL 36607 (Key No. 710822).

That the Grantor, in consideration of the sum of ONE DOLLAR and 00/100's ($1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to our property, does hereby grant and convey to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the improvements on adjacent land for the **3 Mile Creek Trailway Segment 5** (the "Project"), said easement being on and across the lands described in **Exhibit A** and **Exhibit B** attached hereto.

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was

on the date work started on the above-described property. The Grantee shall notify the Grantor in writing of the completion of the project and formally declare the project ended within 10 days after all work has been completed. All work performed on the property's driveway, concrete collar, and headwall shall be completed with due care in a workmanlike manner; upon completion, such items shall be in good working order.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 17th day of July, 2026.

R-CUBED, L.L.C., an Alabama limited liability company

By: _____
Print: John Kenneth Robinson, Jr.
Title: Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, Garrett F. Lucey, the undersigned Notary Public in and for said County, in said State, hereby certify that John Kenneth Robinson, Jr. whose name as Manager of R-Cubed, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and official seal of office this 17th day of July, 2026.

GARRETT F LUCEY NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC
My Commission Expires: 4/1/2028

Grantor:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

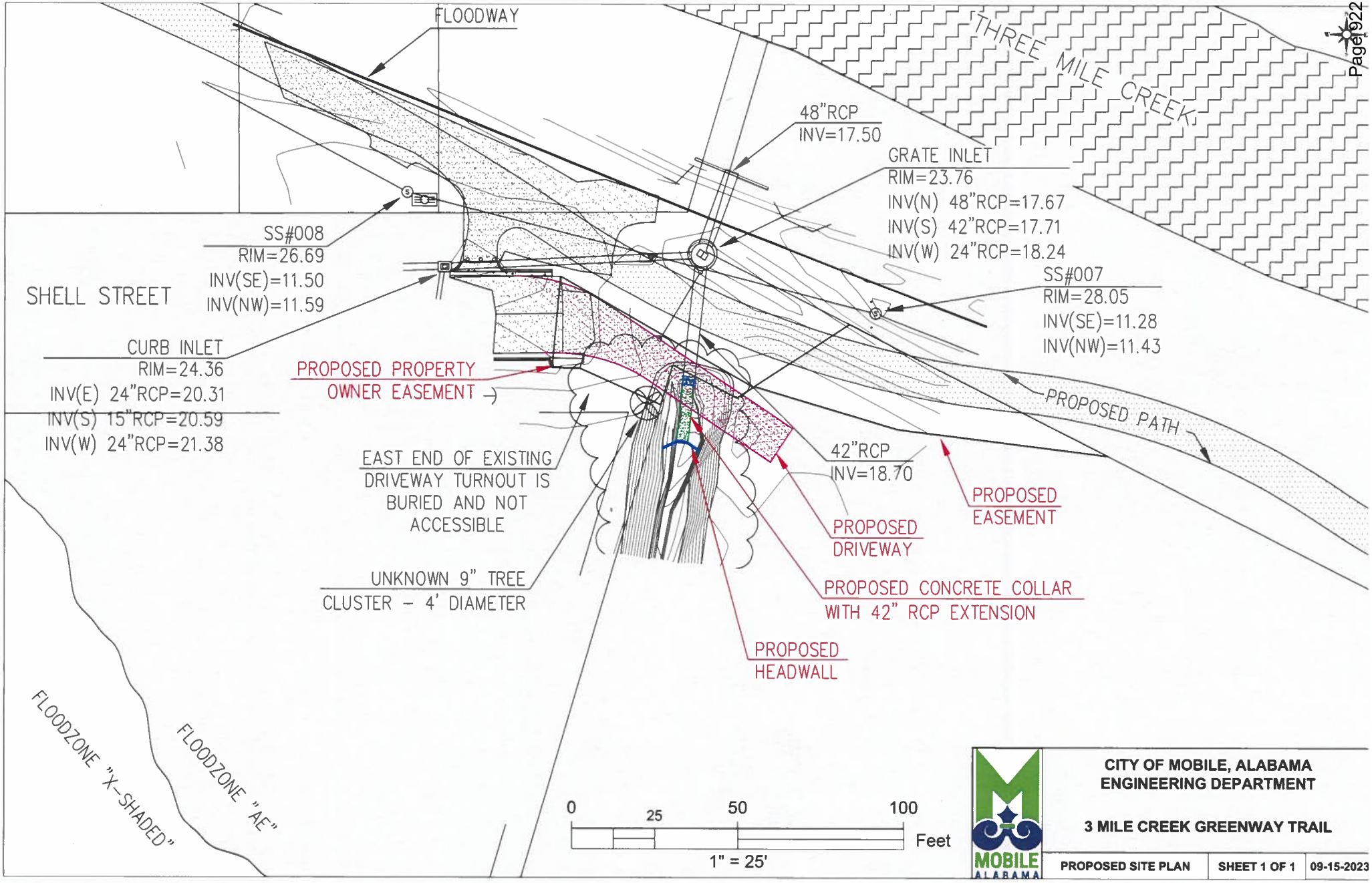
State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the northernmost corner of property owned by R-Cubed, LLC; thence run South 56°-58'-41" West along the east right-of-way line of said Shell Street and along a line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning of the following described parcel: thence run South 73°-25'-28" East a distance of 28.00 feet; thence run South 25°-09'-47" West a distance of 44.00 feet; thence run North 80°-03'-11" West a distance of 47.00 feet to the west line of said R-Cubed, LLC property; thence run North 16°-21'-52" East along said west line a distance of 48.00 feet to the south right-of-way line of said Shell Street; thence run South 63°-02'-31" East along said south right-of-way line and along a line of said R-Cubed, LLC property a distance of 21.67 feet; thence run North 56°-58'-41" East along the east right-of-way line of said Shell Street and along a line of said R-Cubed, LLC property a distance of 6.35 feet to the Point of Beginning. The described parcel contains 2,234 square feet, more or less.

EXHIBIT B

SURVEY OF TEMPORARY CONSTRUCTION EASEMENT LOCATION

(See attached.)



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

July 22, 2026

Dear Councilmembers:

Attached to this memo is a non-exclusive access easement and right of way agreement between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby grants a non-exclusive access easement and right of way, to R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Department of the City of Mobile.

Adopted:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY

THIS CONVEYANCE of NON-EXCLUSIVE ACCESS EASEMENT AND RIGHT OF WAY is made and entered into by and between the **CITY OF MOBILE**, a municipal corporation, as Grantor, and **R-CUBED, L.L.C.**, an Alabama limited liability company, as Grantee, to wit:

FOR AND IN CONSIDERATION of the sum of One and No/100 ($1.00) Dollar, to the undersigned paid by Grantee, together with other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Grantor does hereby grant, bargain, donate and convey to Grantee, its successors, assigns, invitees and licensees, the following described perpetual non-exclusive access easement and right-of-way, to be used for the purposes and in the manner hereinafter set forth, to-wit:

RIGHT-OF-WAY AND EASEMENT
FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED ON EXHIBIT "A" AND FURTHER DEPICTED ON EXHIBIT "B"

A perpetual, non-exclusive right-of-way and non-exclusive access easement appurtenant to and running with the land of the Grantee for vehicular and pedestrian ingress and egress and to construct, install, operate and maintain all such equipment, fixtures, facilities and appurtenances as shall be necessary in connection with the installation and maintenance of public and/or private right-of-way over, along and under the above-described lands.

TOGETHER with all and singular the rights and privileges necessary for the full use and enjoyment of the right-of-way and easements hereby conveyed to Grantee.

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns, invitees and licensees, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the ____ day of _____ 2026.

CITY OF MOBILE, ALABAMA,
An Alabama municipal corporation.

BY: _____
NAME: _____
ITS: _____

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared _____, whose name as_____ of the City of Mobile, Alabama, an Alabama municipal corporation, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he/she, in his/her capacity aforesaid, executed the same voluntarily and with full authority on behalf of said municipal corporation.

Given under my hand and seal on this the _____ day of _____, 2026.

_____
Notary Public

My Commission expires:
_____

Grantor:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantee:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

66248734 v1

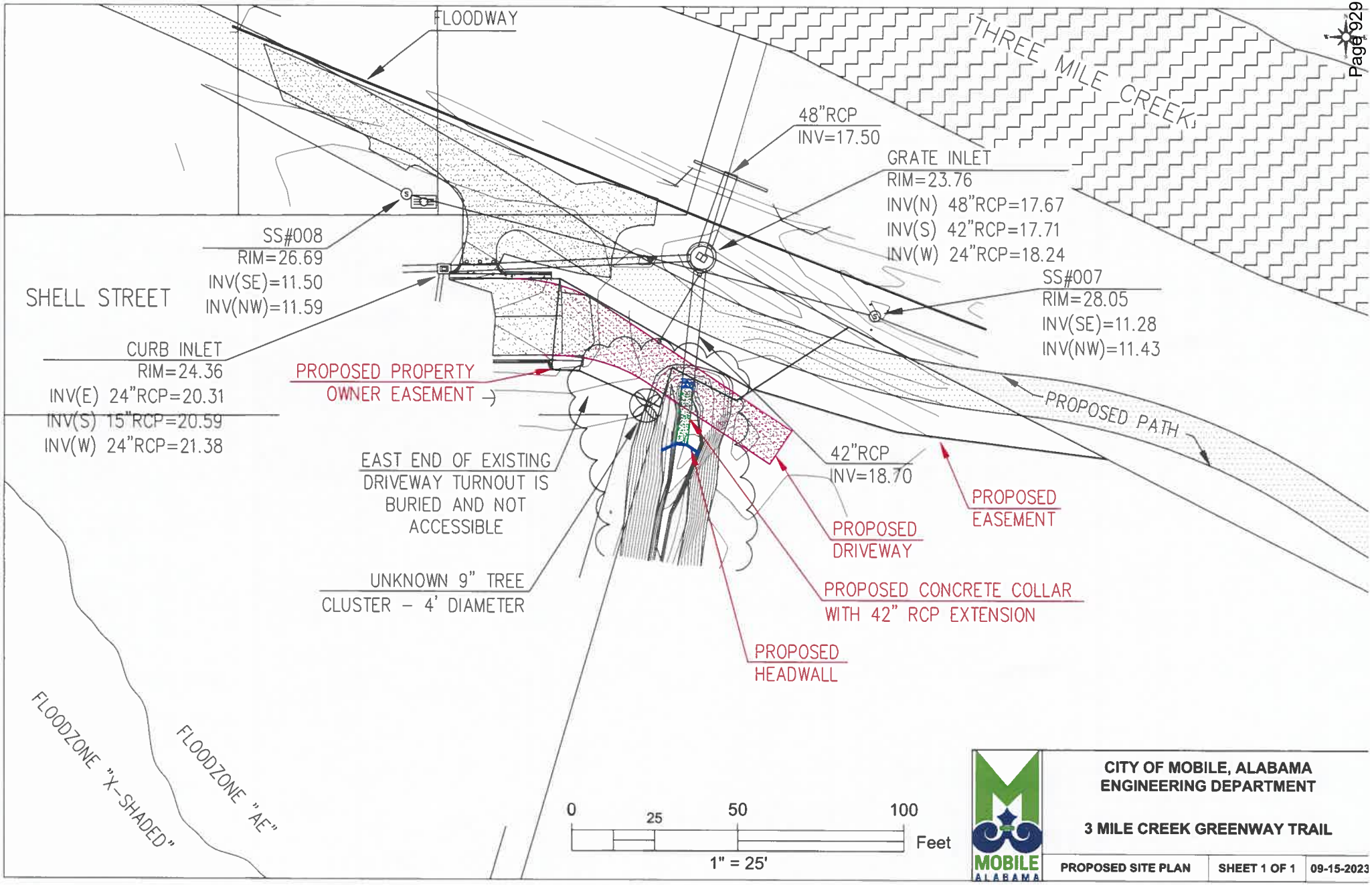
EXHIBIT "A"

State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the east right-of-way line of said Shell Street and the northernmost corner of property of R-Cubed, LLC; thence run South 56°-58'-41" West along said east right-of-way line and along a line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning of the following described parcel: thence continue South 56°-58'-41" West along said east right-of-way line and along a line of said R-Cubed, LLC property a distance of 6.35 feet to the south right-of-way line of said Shell Street and a corner of said R-Cubed, LLC property; thence run North 63°-02'-31" West along said south right-of-way line and along a line of said R-Cubed, LLC property a distance of 21.67 feet to the west line of said R-Cubed, LLC property; thence run South 16°-21'-52" West along said west line a distance of 14.00 feet; thence run North 62°-01'-55" West a distance of 27.09 feet; thence run North 88°-58'-17" West a distance of 8.41 feet; thence run North 05°-11'-52" East a distance of 27.32 feet; thence run South 60°-33'-21" East a distance of 67.12 feet to the Point of Beginning. The described parcel contains 964 square feet, more or less.

EXHIBIT "B"

[See attached.]



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

July 22, 2026

Dear Councilmembers:

Attached to this memo is an easement for recreational purposes between the City of Mobile and R-Cubed, L.L.C., to provide access for Segment 5 of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

"Exhibit A" contains the legal description for the easement and "Exhibit B" is a drawing showing the location of the easement.

We look forward to continued communication on this important community 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
Public Works

2026

RESOLUTION

Sponsored by Mayor Spiro N. Cheriogotis and Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a recreational easement, from R-Cubed, L.L.C., organized under the laws of the State of Alabama, as needed for Segment 5 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Asset Management Department of the City of Mobile.

Adopted:

_____

City Clerk

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **R-CUBED, L.L.C.,** an Alabama limited liability company (herein referred to as "GRANTOR") for and in consideration of the amount of Ten and No/100 Dollars, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, does HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTOR is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 17th day of July, 2026.

GRANTOR:

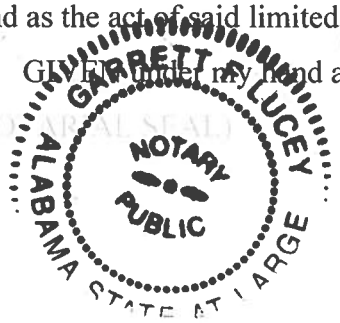
R-CUBED, L.L.C., an Alabama limited liability company

By: _____
Print: John Kenneth Robinson, Jr.
Its: Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, Garrett F. Lucey, the undersigned Notary Public in and for said County, in said State, hereby certify that John Kenneth Robinson, Jr. whose name as Manager of R-Cubed, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said limited liability company.

GIVEN under my hand and official seal of office this 17th day of July, 2026.



_____
NOTARY PUBLIC
My Commission Expires: 4/1/2028

Grantor:
R-Cubed, L.L.C.
715 Loeffler St.
Mobile, AL 36607

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

66249444 v1

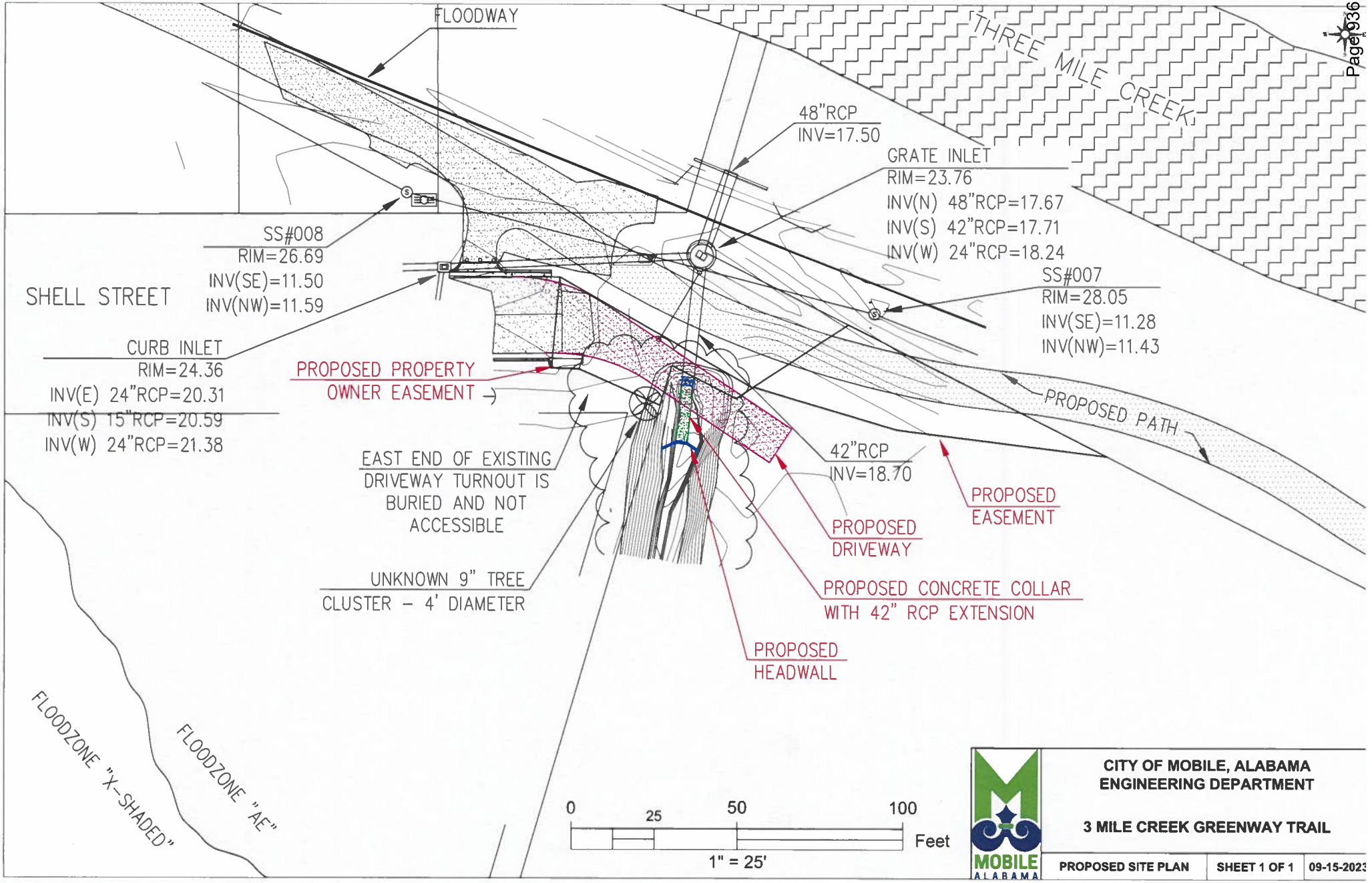
EXHIBIT "A"

State of Alabama
County of Mobile

Commencing at the southeast corner of Lot 213, Liberty Park, as recorded in Map Book 5, Page 67 of the records in the office of the Judge of Probate, Mobile County, Alabama; thence run South 25°-20'-06" East a distance of 13.10 feet to the intersection of the north right-of-way line of Shell Street (variable row width) and the east line of the "10' dedicated for screen hedges" parcel as shown on the plat of said Liberty Park; thence run South 63°-09'-45" East along the north right-of-way line of said Shell Street a distance of 48.42 feet to the northernmost corner of property owned by R-Cubed, LLC and the Point of Beginning of the following described parcel: thence continue South 63°-09'-45" East along the north line of said R-Cubed, LLC property a distance of 87.06 feet; thence run North 82°-51'-43" West a distance of 63.62 feet; thence run North 73°-25'-28" West a distance of 44.99 feet to the east right-of-way line of said Shell Street and a line of said R-Cubed, LLC property; thence run North 56°-58'-41" East along said east right-of-way line and along the west line of said R-Cubed, LLC property a distance of 34.07 feet to the Point of Beginning. The described parcel contains 1,517 square feet, more or less.

EXHIBIT "B"

(See attached.)



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT

3 MILE CREEK GREENWAY TRAIL

PROPOSED SITE PLAN	SHEET 1 OF 1	09-15-2023

AGENDA ITEM SUMMARY SHEET

Agenda of: July 28, 2026

Submitted by:
Ricardo Woods, City Attorney

Sponsored by:
Spiro Cheriogotis, Mayor

Purpose and Scope of Project:
Authorize Settlement Agreement and Release of Claims; Jefferson

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolutions Settlement. Jefferson Ryan (minor Landon)

REVIEWERS:
Patricia Primm
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor Spiro N. Cheriogotis

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claims of Ryan Jefferson on behalf of Landon Jefferson, minor, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing to Consider the Application
to Rezone Property Located at 1509 Navco Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 28, 2026**, a public hearing will be held on the **1st** day of **September, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the application to rezone property located at 1509 Navco Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF NAVCO ROAD AND BAYOU ROAD (NOW CALLED WHITE AVENUE), RUN THENCE SOUTH 08 DEGREES 15 MINUTES WEST ALONG THE EAST LINE OF NAVCO ROAD 125 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, THENCE CONTINUE SOUTH 08 DEGREES 15 MINUTES WEST ALONG THE EAST LINE OF NAVCO ROAD 126.18 FEET TO A POINT; THENCE RUN SOUTH 70 DEGREES 44 MINUTES EAST 129.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BAY SHORE DIVISION OF THE G. M. & O. RAILROAD (NOW VACATED); THENCE ALONG SAID RIGHT OF WAY RUN NORTH 44 DEGREES 27 MINUTES EAST 45.88 FEET TO A POINT, THENCE RUN NORTH 67 DEGREES 36 MINUTES WEST 46.80 FEET TO A POINT; THENCE RUN NORTH 08 DEGREES 15 MINUTES EAST PARALLEL WITH NAVCO ROAD 49.30 FEET TO A POINT, THENCE RUN NORTH 55 DEGREES 55 MINUTES WEST PARALLEL WITH WHITE AVENUE 121.30 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly

known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 1st day of September, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 5th day of August, 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1509 Navco Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF NAVCO ROAD AND BAYOU ROAD (NOW CALLED WHITE AVENUE), RUN THENCE SOUTH 08 DEGREES 15 MINUTES WEST ALONG THE EAST LINE OF NAVCO ROAD 125 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, THENCE CONTINUE SOUTH 08 DEGREES 15 MINUTES WEST ALONG THE EAST LINE OF NAVCO ROAD 126.18 FEET TO A POINT; THENCE RUN SOUTH 70 DEGREES 44 MINUTES EAST 129.50 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BAY SHORE DIVISION OF THE G. M. & O. RAILROAD (NOW VACATED); THENCE ALONG SAID RIGHT OF WAY RUN NORTH 44 DEGREES 27 MINUTES EAST 45.88 FEET TO A POINT, THENCE RUN NORTH 67 DEGREES 36 MINUTES WEST 46.80 FEET TO A POINT; THENCE RUN NORTH 08 DEGREES 15 MINUTES EAST PARALLEL WITH NAVCO ROAD 49.30 FEET TO A POINT, THENCE RUN NORTH 55 DEGREES 55 MINUTES WEST PARALLEL WITH WHITE AVENUE 121.30 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Bayview Auto, LLC
1509 Navco Road
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 22, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **Bayview Auto, LLC,** for a change in zoning from **Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3),** for the property located at **1509 Navco Road**.

After discussion the Planning Commission **denied** the Rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, there was no mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is not compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) It would adversely impact neighboring properties; and
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment does not promote the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is not in place to accommodate the proposed amendment; and,
F) Change. There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Mohamad Haifa
6595 Red Maple Drive
Mobile, AL 36618

Re: 1509 Navco Road
ZON-UDC-003770-2026
Bayview Auto, LLC
District 3
Rezoning from Neighborhood Business Suburban District (B-2) to Community Business Suburban District (B-3)

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

At its meeting on July 16, 2026, the Planning Commission considered the above referenced application.

After discussion Planning Commission denied the Rezoning request due to the following:

A) Consistency. The proposed amendment is not consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, there was no mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is not compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) It would adversely impact neighboring properties; and
    (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment does not promote the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is not in place to accommodate the proposed amendment; and,
F) Change. There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning &Zoning

Planning Commission Application

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

Fees

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

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.
Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.
* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

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

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

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

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

	Applicant	Agent (If Applicable)
Name:	Mohamad Haifa	
Firm:	N/A	
Phone:	[redacted]	
Email:		
Address:	1509 Navco rd mobile,AL,36605	

[redacted]

	Owner	Design Professional
Name:	Mohamad Halfa	
Firm:	N/a	
Phone:	[redacted]	
Email:		
Address:	1509 navco rd mobile, AL, 36605	

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

1509 navco rd mobile, AL, 36605 — Property Address

0.31 acres or 13,427.6sq ft — Property Area (acres or square feet)

R023202370004175.000 — Parcel Number(s) or Key Number(s)

B2 — Present Zoning or Transect District

B3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 5/29/24

Applicant or Agent Signature (if applicable) — Date: 5/29/24

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: 5/29/24

[redacted]

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

Car dealer will help with the revenue Tax for the city of mobile, and it will create new jobs.

Used Car dealer
Future Land Use Map (FLUM) Designation

B3
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

We are trying to make the current property better look for the community.
Also we will make sure that the traffic will run smoothly by having designated parking and entrance and exits signs.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

the amendment is necessary because the area is seeing increased commercial growth, and creating new jobs, and also having new business in the area.

[redacted]

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

This will not have any impact on neighboring, but we if in case there is any, we planned for ample parking and minimal disruption to traffic.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The drainage and public services, is sufficient to support the propposed used car dealership without negatively affecting surrounding properties of the community.

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

The proposed rezoning is in the best interest of the city and the larger community becuase it will drive economic growth, creat new jobs generate tax revenue for the city of Mobile.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

We are planning to add controlling lighting and timing hours to keep impact as low as possible.

N/A

[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 6-3-26

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

Rezoning property at 1509 Navco Rd Mobile AL
From B2 TO B3 For Used Car Sales Business

Neighborhood Meeting Date: 6-16-26

Neighborhood Meeting Time: 5 PM - 6PM

Neighborhood Meeting Location: 1719 Navco Rd Mobile AL Baptist church

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

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

Applicant's Name: Mohamad Haifa
(First Name & Last Name)

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

X _____ Date: 6-3-26

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

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
Car Dealer will help bing in a new tax revenue base and create new jobs for the area.

Used Car Dealer
Future Land Use Map (FLUM) Designation

B3
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
We are trying to improve the community's look. We will make sure thr traffic will not be impacted by the new business.
We will improve the enteance and exit area and designated parking areas.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
By changing the zoning from B2 to B3 it will atracced more buisness to the area and creat new jobs for the sounding area.

[redacted]

SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for mpatibility with surrounding uses.

Describe the current development trends in the area of the property.
It appears to be going in local ownership for small business (mom and pop stores)

Describe the surrounding land uses.
Residential and Commercial

Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
There will be very little impact on the neighbor, cause the a privous business at this location (fried chicken place).

Describe if there is adequate infrastructure in place to accommodate the proposed request.
The infrastructure that is in place is adequate for the future business no new asphalt will be applied.

Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The proposesd rezoning is in the best interst of the city and the larger community buecause it will drive economic growth,creato new jobs gemerate tax revenue for the city of Mobile

PECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe)osed changes to area plan.

N/A

[redacted]

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: 6/20/26

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):
Rezoning From B2 - To B3

Neighborhood Meeting Date: 6/16/26

Neighborhood Meeting Time: 5PM - 6PM

Neighborhood Meeting Location: 1719 Navco Rd
Mobile AL 36605

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

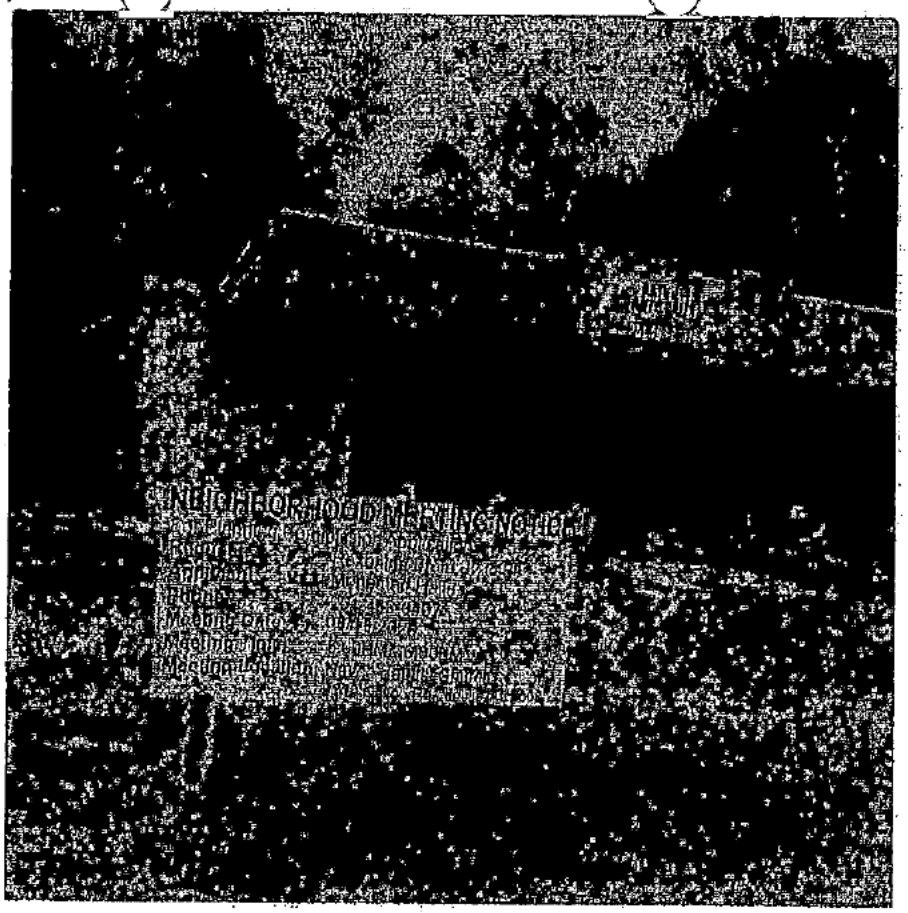
- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting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

Applicant's Name: Mohamed Haifen
(First Name & Last Name)

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

X _____ Date: 6/20/26

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



Add a Caption

Thursday • May 28, 2026 • 9:50 AM

Adjust

IMG_4934

[redacted]

Notice of Neighborhood Meeting

5-27-2026

Dear Property Owner(s):

This letter is to inform you that the Neighborhood Meeting has been rescheduled for June 16, 2026 to discuss the following application that Mohamad Halfa will be resubmitting to the Mobile City Planning Commission:

1) Application for Zoning Change to rezone the property at 1509 Nevco Rd. Mobile Al. 36605 from Business District (B-2) to Business District (B-3), a Used Car Dealership.

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

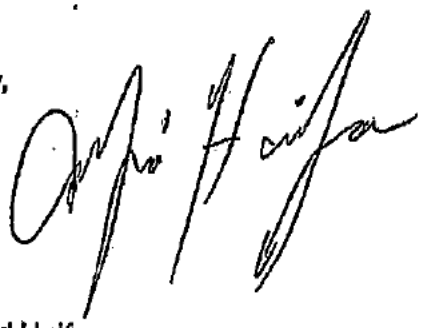
5pm-6pm

June 16, 2026

Navco Baptist Church 1719 Navco Road Mobile Alabama 36605

You are receiving this notice because your property is located within 300 feet of 1509 Navco Road Mobile Alabama 366058-2623, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent is invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Mohamad Halfa

[redacted]

Neighborhood Meeting Sign-In Sheet
Date: 6-16-26
Applicant: _____

Meeting Location: Marco Baptist Church
Application(s): _____

[redacted]

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary
Date:_____06/16/2026__
Meeting Location: 1719 Navco rd mobile al 36605
Applicant: Mohamad Halfa_ Application: Rezoning From B2 to B3

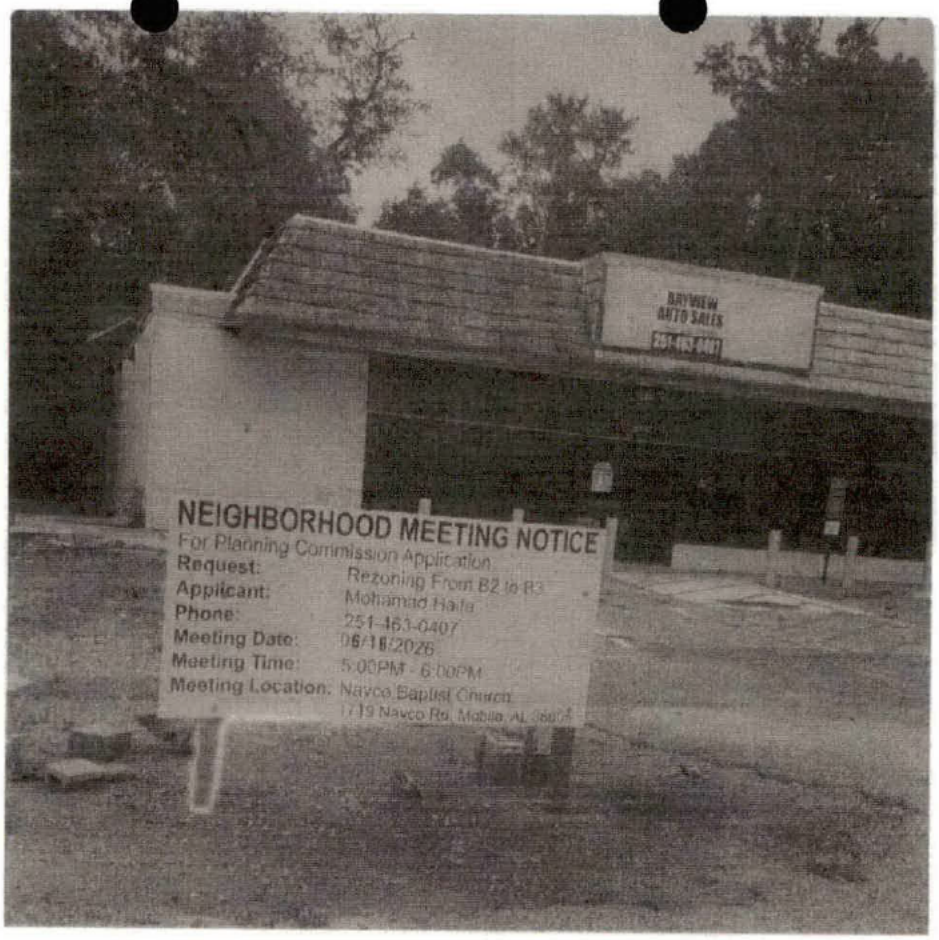
(Meeting summary, continued)
The proposed project involves rezoning the property located at 1509 Navco Road from B-2 to B-3 to allow the operation of a used automobile sales business. The existing building and site will be used for vehicle sales, and no major structural changes are proposed.
One attendee, Ms. Shirley Gary, asked why the property was being rezoned from B-2 to B-3. It was explained that the City of Mobile requires B-3 zoning for a used automobile sales business, and the rezoning request is being made to comply with the City's zoning regulations. The proposed use is compatible with the surrounding commercial area, which includes other automotive-related businesses.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: _6:13_pm

Applicant's signature attesting to the accuracy of this summary:

X_____ Date:
__06/22/16_____



Add a Caption

Thursday • May 28, 2026 • 9:50 AM Adjust

IMG_4934

PROPERTY DESCRIPTION:

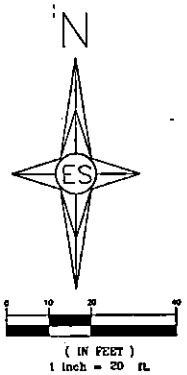
Beginning at the Southeast corner of Navco Road and Bayou Road (now called White Avenue), run thence South 08 degrees 15 minutes West along the East line of Navco Road 125 feet to the POINT OF BEGINNING of the property herein described, thence continue South 08 degrees 15 minutes West along the East line of Navco Road 126.18 feet to a point; thence run South 70 degrees 44 minutes East 129.50 feet to a point on the West right of way line of the Bay Shore Division of the G. M. & O. Railroad (now vacated); thence along said right of way run North 44 degrees 27 minutes East 45.88 feet to a point, thence run North 67 degrees 36 minutes West 46.80 feet to a point; thence run North 08 degrees 15 minutes East parallel with Navco Road 49.30 feet to a point, thence run North 55 degrees 55 minutes West parallel with White Avenue 121.30 feet to the POINT OF BEGINNING

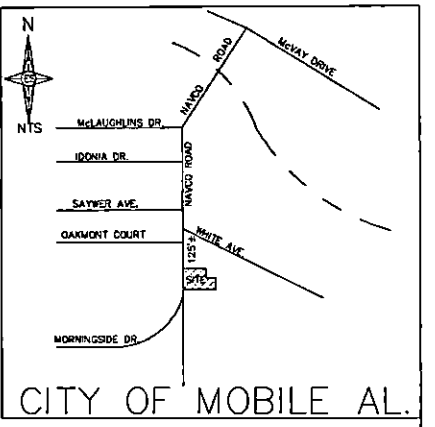
I am requesting that this property be rezoned from B-2 to B-3 so it can be used as a used car sales lot. The property is located at (1509 Navco Road) in an area that already has several automotive-related businesses, including a car wash, mechanic shop, and tire shop. The site has an existing commercial building with office space and parking that can support the proposed use.

I believe this rezoning is appropriate because it will allow the property to be put to better use while remaining compatible with surrounding businesses. The proposed use will improve the property, create job opportunities, and provide an additional service to the community. The request fits the commercial character of the area and should not negatively affect neighboring properties.

6/6/2026

Mohamad Haifa





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GENERAL NOTES:

1) TYPE OF SURVEY: SITE PLAN.
2) BASIS OF BEARINGS: EAST RW OF NAVCO ROAD FROM DEED.
3) NO EASEMENT OR TITLE RESEARCH PERFORMED
4) UTILITIES AND UNDERGROUND IF SHOWN ARE APPROXIMATE.
5) ALL CORNERS SET WERE #5 REBAR AND CAP CA-635-LS.
6) THE LAWS OF EVIDENCE ARE NOT AN EXACT SCIENCE AND ARE OPEN TO COURT INTERPRETATION.
7) THIS SURVEY IS INTENDED FOR THE SOLE USE OF THE CLIENT SHOWN HEREON, VALID FOR A PERIOD OF 3 YEARS FROM DATE OF SURVEY AND NON-TRANSFERABLE.
8) FENCE LINES IF SHOWN HEREON ARE EXAGGERATED FOR THE PURPOSE OF CLARIFICATION.
9) UNLESS STATED OTHERWISE HEREON, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
10) I HAVE CONSULTED THE DIGITAL FLOOD INSURANCE RATE MAP FOR CITY OF MOBILE, ALABAMA, AND HAVE DETERMINED THAT THE PROPERTY IS IN FLOOD ZONE AE-11 & X-SHADED, MAP NO. 01097C0563 L, DATED JUNE 05, 2020.

LEGEND

B.O.B.	BASIS OF BEARING
(R)	RECORD DATA
(C)	CALCULATED DATA
(G)	CALCULATED FROM GPS DATA
RBF	REBAR FOUND
RBCF	REBAR AND CAP FOUND
CTF	CRIMP TOP FOUND
OTF	OPEN TOP FOUND
RBCS	REBAR AND CAP SET
(NAME)	SURVEYOR'S NAME
OHP	OVERHEAD POWER LINES
WM	WATER METER
MBSL	MINIMUM BUILDING SETBACK LINE
GM	GAS METER
(N)	NOT MEASURED
AC	AIR CONDITIONER
NTS	NOT TO SCALE
RW	RIGHT OF WAY
CB	CATCH BASIN
CO	CLEAN OUT
	POLE ANCHOR
-x-	CHAIN LINK FENCE LINE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
(#5)	SIZE OF REBAR
TP	TELEPHONE PEDESTAL
EB	ELECTRICAL BOX
CP	CABLE PEDESTAL
CM	CONCRETE MONUMENT
P/P	POOL PUMP
	WOOD BOARD FENCE LINE
GEN.	GENERATOR
R	RADIUS OF CURVE
A	ARC LENGTH OF CURVE
T	TANGENT OF CURVE

SITE PLAN FOR:
MOHAMAD HAIFA
1509 NAVCO ROAD
MOBILE ALABAMA 36605-2623

SCALE: 1"=20'	
DATE FIELD: 4-14-26	
DRAWN BY: CEE	
DATE: 4-16-2026	
CHECK BY: TPC	
DATE: 4-16-2026	
FILE NO.: BS260698	

ERDMAN SURVEYING LLC
4337 SCHILLINGER RD. S.
MOBILE ALABAMA 36619
PHONE 251-422-6510
ERDMANSURVEYING@GMAIL.COM

ES

NOTE: ALL MEASUREMENTS ARE IN FEET, TENTHS AND HUNDREDS OF FEET NOT FEET AND INCHES.

Outlook

Re: Bayview Auto, LLC (ZON-UDC-003770-2026)

[redacted]

An invoice for the application fees associated with the above-referenced request was issued and payment was due by noon on June 15, 2026. **This notice serves to inform you that a one-time extension of the filing deadline has been granted.**

If payment is received by **4:00 p.m. on June 16, 2026 (today)**, the application will remain eligible for consideration at the July 16, 2026, Planning Commission meeting.

If payment is not received by this extended deadline, the application will be deemed incomplete and will not be scheduled for Planning Commission review. Please note that failure to meet this deadline may also impact any previously scheduled Neighborhood Meeting, potentially requiring a new meeting to be noticed and held in order to satisfy the requirements for a future Planning Commission filing deadline.

IMPORTANT - PLEASE READ

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

BUILDMOBILE

[redacted]

IMPORTANT - PLEASE READ

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

Good morning,

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

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

1. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   - To date we have not received any documents regarding the Neighborhood Meeting. The cover sheet provided cannot be accepted without all required documents. A new and complete cover sheet will need to be submitted when the Neighborhood Documents are submitted.

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

If the application fees are paid **by noon on Monday, June 15, 2026**, the case will be scheduled for the **July 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

Important:

If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II
[redacted]

BUILDMOBILE

[redacted]

Good afternoon,

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

1. **Complete Application:** Please email the following items to **planning@cityofmobile.gov**:
   - Section B of Checklist B (Site and Neighborhood Compatibility) is missing from the rezoning application. Please provide this information.
   - Please provide a written description and justification of the application to support your request.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   - To date we have not received any documents regarding the Neighborhood Meeting. The cover sheet provided cannot be accepted without all required documents. A new and complete cover sheet will need to be submitted when the Neighborhood Documents are submitted.

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

If all requirements are fulfilled **by noon on Monday, June 15, 2026**, the application will be considered **partially complete** and placed on the agenda for the **July 16, 2026**, Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:

If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Thank You,
Logan Anderson
Principal Planner II
[redacted]

Outlook

Re: Bayview Auto, LLC (ZON-UDC-003770-2026)

[redacted]

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If the application fees are paid **by noon on Monday, June 15, 2026**, the case will be scheduled for the **July 16, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

IMPORTANT - PLEASE READ

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

Important:
If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

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

Thank You,
Logan Anderson
Principal Planner II

[redacted]

BUILDMOBILE

[redacted]

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

1. **Complete Application:** Please email the following items to **planning@cityofmobile.gov**:
   - Section B of Checklist B (Site and Neighborhood Compatibility) is missing from the rezoning application. Please provide this information.
   - Please provide a written description and justification of the application to support your request.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
   - To date we have not received any documents regarding the Neighborhood Meeting. The cover sheet provided cannot be accepted without all required documents. A new and complete cover sheet will need to be submitted when the Neighborhood Documents are submitted.

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

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

If all requirements are fulfilled **by noon on Monday, June 15, 2026,** the application will be considered **partially complete** and placed on the agenda for the **July 16, 2026,** Planning Commission meeting. If this deadline is not met, the application will be **held over** until it is complete.

Important:
If the required Neighborhood Meeting documentation is not received by **July 1, 2026**, the application will be held over. A new Neighborhood Meeting may be required if the submitted documentation does not comply with the required submittal timeline.

If you have any questions or need further clarification, please do not hesitate to contact us.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Outlook

Bayview Auto, LLC (ZON-UDC-003770-2026)

[redacted]

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

1. **Complete Application:** Please email the following items to [redacted]
   - Section B of Checklist B (Site and Neighborhood Compatibility) is missing from the rezoning application. Please provide this information.
   - Please provide a written description and justification of the application to support your request.

2. **Neighborhood Meeting Documentation:**
   Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, July 1, 2026**.
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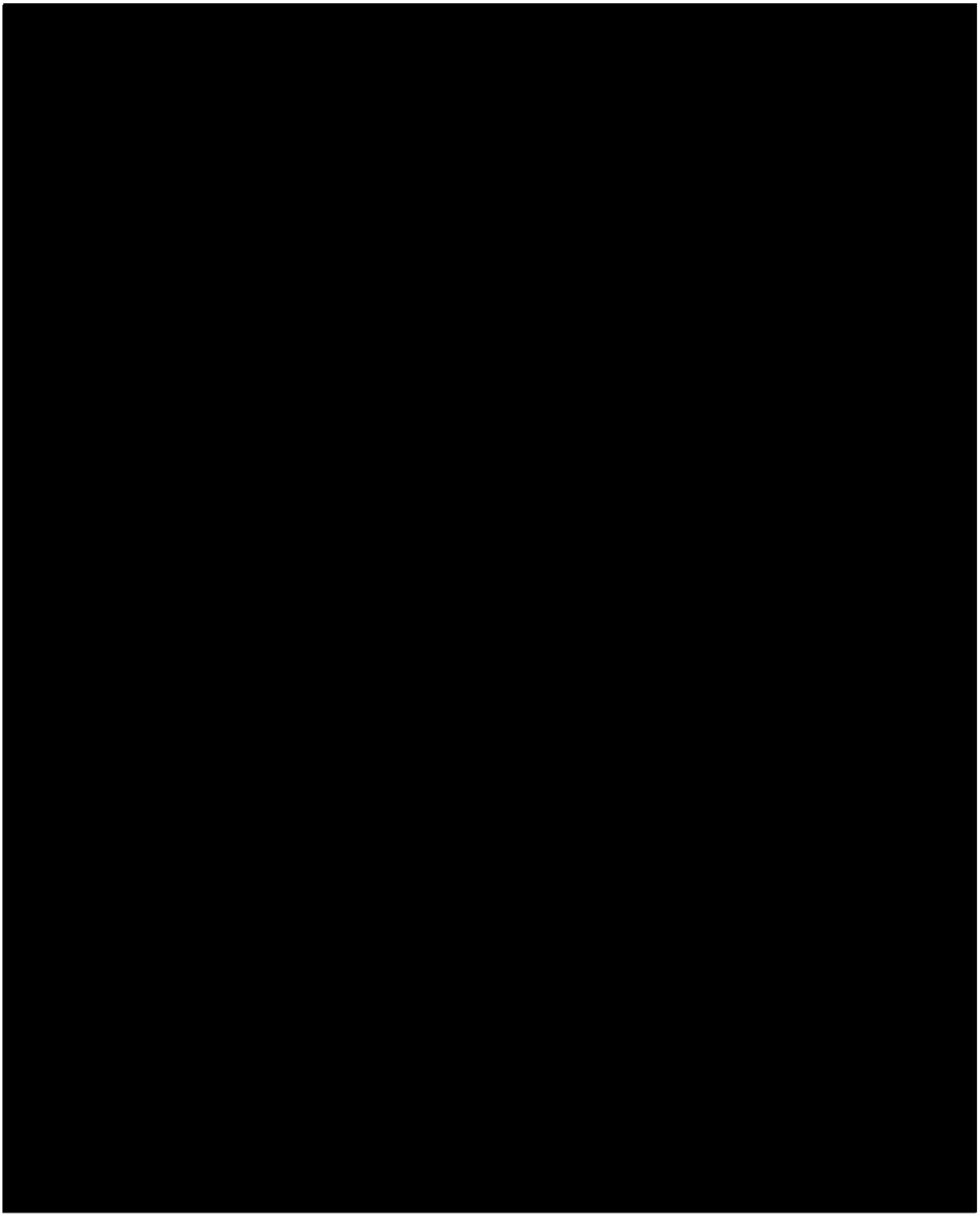
If you have any questions or need further clarification, please do not hesitate to contact us.

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]



Agenda Item # 23

ZON-UDC-003770-2026

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

Applicant Materials for Consideration

DETAILS

Location:
1509 Navco Road

Applicant / Agent:
Mohamad Haifa

Property Owner:
Mohamad Haifa

Current Zoning:
B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Low Density Residential

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on June 16, 2026, at 5:00 p.m. at 1719 Navco Road.

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from B-2 Suburban to B-3 Suburban.
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 23 DATE July 16, 2026

APPLICANT Bayview Auto, LLC

REQUEST Rezoning from B-2 to B-3

N

NTS

SITE HISTORY

The site was annexed into the City of Mobile in 1956.

The site is currently developed with a one-story concrete block structure, and asphalt and concrete surfacing.

There are no Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

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

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

Fire hydrant placement shall comply with the following minimum standards:

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

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

Planning Comments:

The applicant requests to rezone the subject property from B-2, Neighborhood Business Suburban District to B-3, Community Business Suburban District to allow the site to be used as an automotive dealership. A detailed description and justification of the request are provided in the applicant's narrative, accessible via the link on Page 1 of this report.

A Neighborhood Meeting was conducted in accordance with Article 5, Section 64-5-4 of the Unified Development Code (UDC) because the request involves rezoning to a higher zoning classification. The meeting was properly advertised, and notice of the date, time, and location was mailed to all property owners within 300 feet of the subject site. The meeting was held on June 16, 2026, at 5:00 p.m. at 1719 Navco Road. According to the sign-in sheet submitted by the applicant, one (1) member of the public attended. The meeting remained open until 6:00 p.m., satisfying the UDC requirement that Neighborhood Meetings remain open for a minimum of one (1) hour. The applicant submitted all required Neighborhood Meeting documentation within the prescribed timeframe prior to the Planning Commission meeting and executed the required checklist certifying the accuracy and completeness of the materials provided.

The subject site is adjacent to property zoned B-2, Neighborhood Business Suburban District to the east and west and B-3, Community Business Suburban District to the south.

Surrounding land uses include single-family residential development to the north and south and commercial development to the east and west, including a car wash and an automotive repair shop. An automotive dealership is also located within one (1) mile of the subject site.

The site is developed with a one-story concrete block building and associated asphalt and concrete paving. According to the applicant, the property was previously occupied by a frozen meat market. No site improvements are proposed at this time. Because the property is a metes and bounds parcel, any future development may require approval of at least a one (1)-lot subdivision and compliance with all applicable development regulations.

The submitted site plan depicts existing asphalt and concrete paved areas; however, it does not identify customer parking spaces or areas designated for vehicle inventory. Pursuant to Article 3, Table 64-3-12.1 of the UDC, an automotive dealership is required to provide one (1) parking space per 500 square feet of building area.

The site currently has legal nonconforming status with respect to parking deficiencies associated with a previous convenience store use. That nonconforming status would not extend to the proposed automotive dealership, and the site would be required to comply with all applicable parking requirements for the proposed use.

The property has frontage along Navco Road, a Major Collector Street.

Any proposed signage must comply with the applicable provisions of the UDC and must be permitted separately through the Planning and Zoning Department.

In support of the request, the applicant notes that the surrounding area contains several automotive-related businesses, including a car wash, automotive repair shop, and tire shop. The applicant also states that the existing commercial building, office space, and paved parking areas are suitable for the proposed use. Additionally, the applicant believes the proposed rezoning would improve the property, create employment opportunities, provide an additional commercial service to the area, and remain compatible with surrounding commercial development without adversely affecting nearby properties.

The proposed B-3, Community Business Suburban District zoning is not consistent with the property's Low Density Residential Future Land Use Map (FLUM) designation, which is intended to accommodate a range of residential uses from single-family to multi-family development.

While the Comprehensive Plan and FLUM serve as guiding policy documents, rezoning requests must also be evaluated based on the criteria established in Section 64-5-5.E. of the UDC. The UDC and corresponding zoning map are founded on long-range planning principles intended to promote orderly and desirable development. Accordingly, rezoning requests are evaluated based on consistency with the Comprehensive Plan; the existence of a mistake or error in the original zoning map; compatibility with the surrounding neighborhood; promotion of the public health, safety, and welfare; the capacity of infrastructure to support the proposed zoning; and the presence of changed or changing conditions that justify the amendment.

Based on the information submitted, the application does not demonstrate consistency with the Comprehensive Plan, identify an error in the existing zoning classification, or establish changed or changing conditions that would justify the requested rezoning. Although the proposed use may be generally compatible with surrounding commercial development and existing infrastructure appears adequate to support the request, the applicant has not provided sufficient evidence demonstrating that the proposed amendment satisfies the rezoning criteria established in Section 64-5-5.E. of the UDC.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

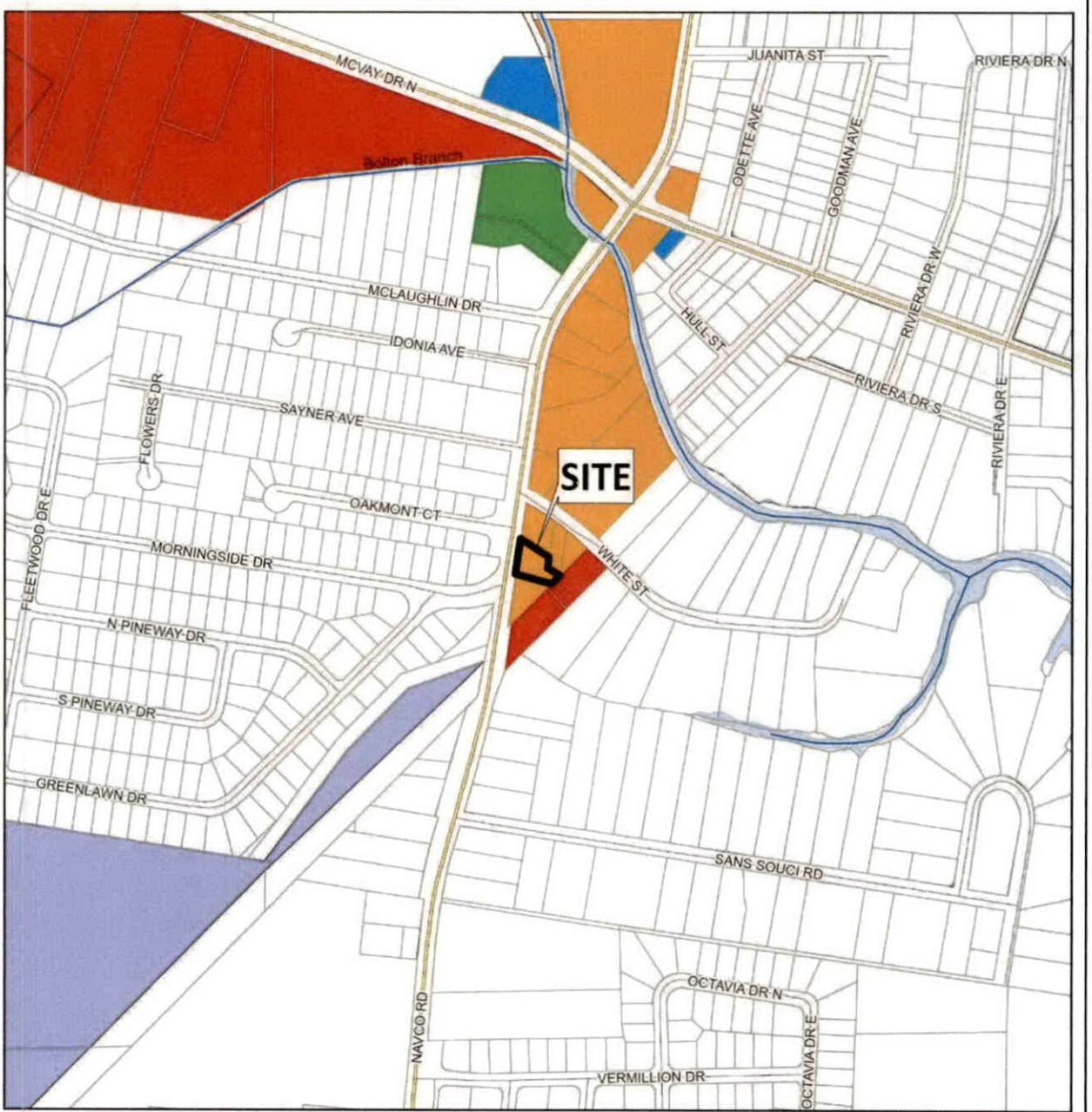
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-3, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

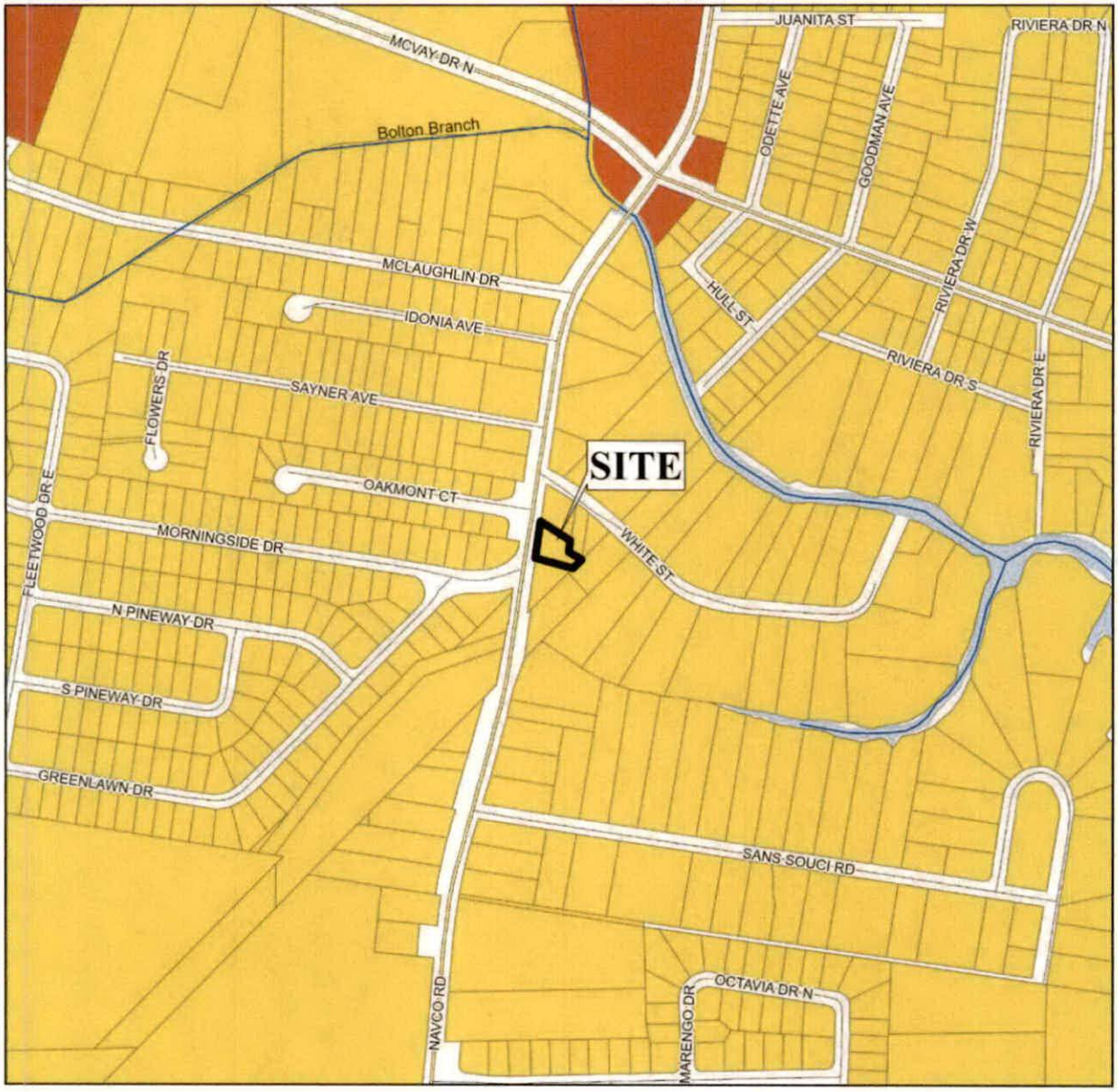


APPLICATION NUMBER	23	DATE	July 16, 2026
APPLICANT	Bayview Auto, LLC		
REQUEST	Rezoning from B-2 to B-3		

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 23 DATE July 16, 2026

APPLICANT Bayview Auto, LLC

REQUEST Rezoning from B-2 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 23 DATE July 16, 2026

APPLICANT Bayview Auto, LLC

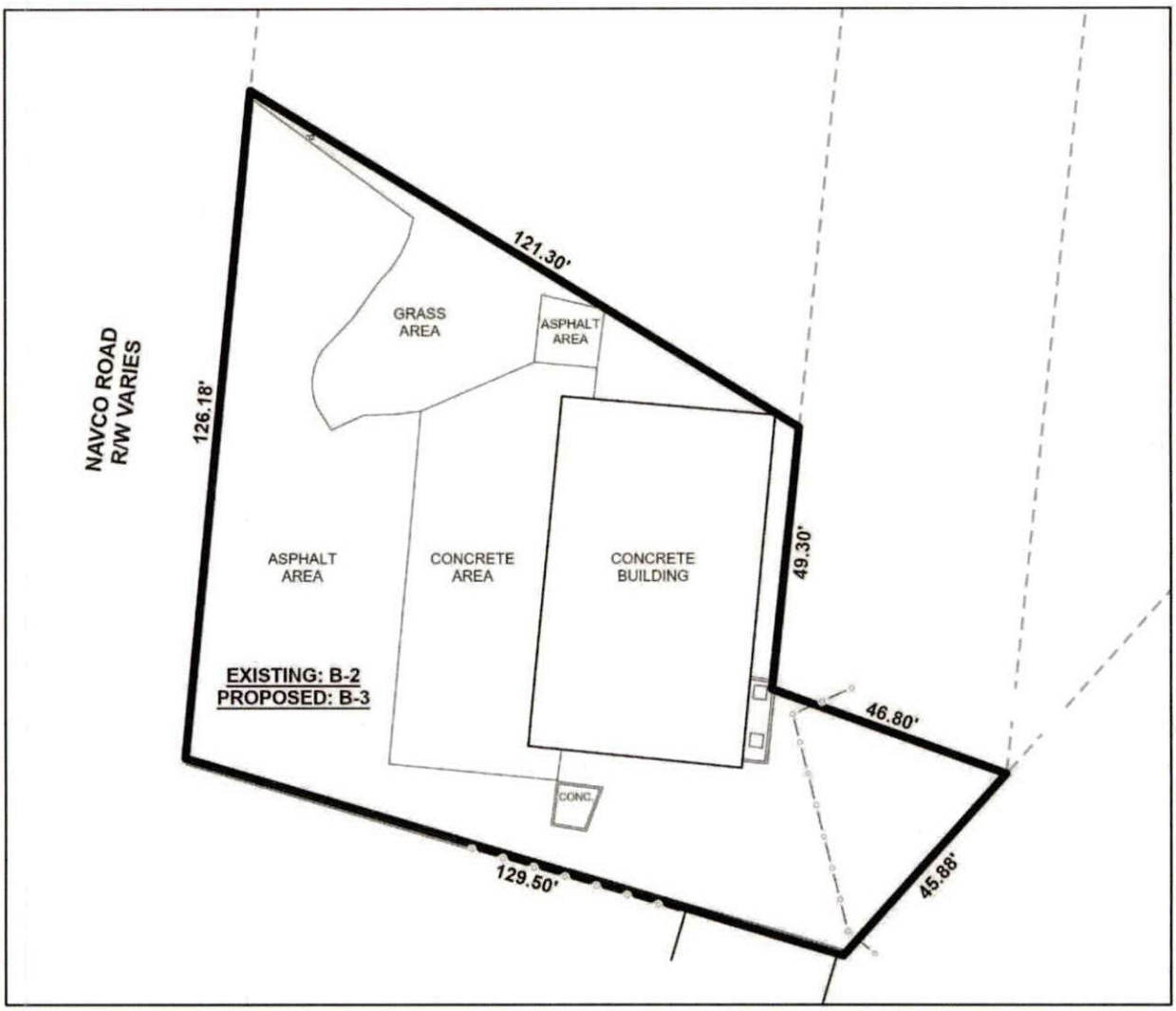
REQUEST Rezoning from B-2 to B-3

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings and proposed zoning.

APPLICATION NUMBER 23 DATE July 16, 2026 APPLICANT Bayview Auto, LLC REQUEST Rezoning from B-2 to B-3	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

LOW DENSITY RESIDENTIAL (LDR)

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

Character Example

Development Intent

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

Land use mix

Primary Uses

- Residential, Single family
- Residential, Attached

Secondary Uses

- Residential, Multifamily
- Civic
- Parks

Housing mix

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

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 to Consider the Application
to Rezone Property Located at 4600-A Hamilton Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 28, 2026**, a public hearing will be held on the **1st** day of **September, 20226**, at 10:30 a.m., to consider adoption of an ordinance for the application to rezone property located at 4600-A Hamilton Boulevard from R-A, Agricultural District, to I-2, Heavy Industry District.

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

Lisa C. Lambert
City Clerk

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, ISLAND FARMS EXTENSION AS RECORDED IN MAP BOOK 3 PAGE 469 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°02'37" EAST 323.66 FEET TO A POINT; THENCE NORTH 89°45'29" EAST 134.14 FEET TO A POINT; THENCE SOUTH 323.61 FEET TO A POINT ON THE NORTH LINE OF HAMILTON BOULEVARD; THENCE SOUTH 89°44'24" WEST ALONG SAID NORTH LINE 134.40 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from Residential Agricultural District (R-A) to Heavy Industry District (I-2), and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an I-2, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land

herein above described shall be used for any use allowed in an I-2, until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 1st day of September, 2026, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 5th day of August 2026 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600-A Hamilton Boulevard.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **Residential Agricultural District (R-A) to Heavy Industry District (I-2).** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following condition has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

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

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, ISLAND FARMS EXTENSION AS RECORDED IN MAP BOOK 3 PAGE 469 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°02'37" EAST 323.66 FEET TO A POINT; THENCE NORTH 89°45'29" EAST 134.14 FEET TO A POINT; THENCE SOUTH 323.61 FEET TO A POINT ON THE NORTH LINE OF HAMILTON BOULEVARD; THENCE SOUTH 89°44'24" WEST ALONG SAID NORTH LINE 134.40 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed **from Residential Agricultural District (R-A) to Heavy Industry District (I-2),** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **I-2,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **I-2,** until the condition set forth below has been complied with: 1. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

K & R Diesel Repair (Byrd Surveying, Inc., Agent)
4600-A Hamilton Boulevard
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 22, 2026

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **July 16, 2026**, considered the request of **K & R Diesel Repair (Byrd Surveying, Inc., Agent),** for a change in zoning from **Residential Agricultural District (R-A) to Heavy Industry District (I-2),** for the property located at **4600-A Hamilton Boulevard**.

After discussion the Planning Commission **denied** the Rezoning request due to the following:

A) Compatibility. The proposed amendment is not compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) It would adversely impact neighboring properties; and
   (4) Cause a loss in property values.
B) Health, Safety and General Welfare. The proposed amendment does not the community's public health, safety, and general welfare.
C) Change. There are no changed or changing conditions in a particular area make an amendment necessary and desirable.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 22, 2026

Byrd Surveying
ATTN: Kari Givens
2609 Halls Mill Road
Mobile, AL 36606

Re: 4600-A Hamilton Boulevard
ZON-UDC-003734-2026
K & R Diesel Repair (Byrd Surveying, Inc., Agent)
District 4
Rezoning from Residential Agricultural District (R-A) to Heavy Industry District (I-2)

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

At its meeting on July 16, 2026, the Planning Commission considered the above referenced application.

After discussion the Planning Commission denied the Rezoning request due to the following:

A) Compatibility. The proposed amendment is not compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) It would adversely impact neighboring properties; and
   (4) Cause a loss in property values.
B) Health, Safety and General Welfare. The proposed amendment does not promote the community's public health, safety, and general welfare; and,
C) Change. There are no changed or changing conditions in a particular area that make an amendment necessary and desirable.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	[redacted]	
Email:		
Address:		

	Owner	Design Professional
Name:	HUNTER MASON	
Firm:	MW REAL ESTATE INVESTMENTS, LLC	
Phone:	[redacted]	
Email:		
Address:		

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

4600 HAMILTON BOULEVARD — Property Address

43,454 SF — Property Area (acres or square feet)

KEY #01238609 — Parcel Number(s) or Key Number(s)

R-A RESIDENTIAL AGRICULTURAL — Present Zoning or Transect District

I-2 HEAVY INDUSTRY — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 4-22-26

Applicant or Agent Signature (if applicable) — Date: 4/22/26

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: 4/22/26

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
THIS AREA IS SHOWN AS AN INDUSTRIAL AREA ON THE MAP FOR MOBILE THEREFORE OUR REQUEST IS IN ALIGNMENT WITH THE CITY FUTURE.

HEAVY INDUSTRY
Future Land Use Map (FLUM) Designation

I-2 HEAVY INDUSTRY
Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
If yes, describe the error
WHEN THIS PROPERTY WAS ANNEXED INTO THE CITY LIMITS, THE BUSINESS AT THIS LOCATION DID HYDRAULIC CRANE REPAIR.

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS PROPOSAL DOES NOT ADVERSELY AFFECT THE COMMUNITY'S HEALTH, SAFETY, AND WELFARE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THERE IS NOT A CHANGING CONDITION. THE PROPERTY WAS ALREADY BEING USED IN A I-2 ZONING.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   NO NEW DEVELOPMENT. HAMILTON BOULEVARD IS DEVELOPED WITH COMMERCIAL AND INDUSTRIAL BUSINESSES.

2. Describe the surrounding land uses.
   VACANT WOODED PROPERTY ADJOINS TO THE NORTH, EAST ALONG HAMILTON BOULEVARD IS A LANDSCAPE BUSINESS AND AUTO REPAIR, SOUTH IS A CRANE RENTAL BUSINESS, AND WEST IS A TRUCKING BUSINESS.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD NOT BE ANY ADVERSE IMPACT ON THE NEIGHBORS.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL WILL ALLOW THE CONTINUED USE OF THIS PROPERTY AS A SUCCESSFUL BUSINESS.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, HUNTER MASON, 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 MV REAL ESTATE INVESTMENTS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4600 HAMILTON BOULEVARD.

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.

BYRD SURVEYING
Designee (1)

[redacted]

Designee (2)

Email

Phone Number

Signature of Company Owner

4-22-24
Date

[redacted]

2022

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

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- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
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HEAVY INDUSTRY
Future Land Use Map (FLUM) Designation

I-2 HEAVY INDUSTRY
Requested Zoning

2. Was there a mistake or error in the original zoning map? ■ Yes ☐ No
If yes, describe the error
WHEN THIS PROPERTY WAS ANNEXED INTO THE CITY LIMITS, THE BUSINESS AT THIS LOCATION DID HYDRAULIC CRANE REPAIR.

3. Describe how this proposal promotes the community's health, safety, and welfare.
THIS PROPOSAL DOES NOT ADVERSELY AFFECT THE COMMUNITY'S HEALTH, SAFETY, AND WELFARE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
THERE IS NOT A CHANGING CONDITION. THE PROPERTY WAS ALREADY BEING USED IN A I-2 ZONING.

[redacted]

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

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   NO NEW DEVELOPMENT. HAMILTON BOULEVARD IS DEVELOPED WITH COMMERCIAL AND INDUSTRIAL BUSINESSES.

2. Describe the surrounding land uses.
   VACANT WOODED PROPERTY ADJOINS TO THE NORTH, EAST ALONG HAMILTON BOULEVARD IS A LANDSCAPE BUSINESS AND AUTO REPAIR, SOUTH IS A CRANE RENTAL BUSINESS, AND WEST IS A TRUCKING BUSINESS.

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   THERE SHOULD NOT BE ANY ADVERSE IMPACT ON THE NEIGHBORS.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL WILL ALLOW THE CONTINUED USE OF THIS PROPERTY AS A SUCCESSFUL BUSINESS.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

[redacted]

LOT A KELLEY SUBDIVISION
MB 41 PG. 70

EXISTING I-2 ZONING

LOT B KELLEY SUBDIVISION
MB 41 PG. 70

EXISTING R-A ZONING

60'

P.O.B.
SOUTHWEST CORNER
OF LOT 9, ISLAND FARMS EXTENSION
MAP BOOK 3 PAGE 469

...SURVEYING

...SOCIATES OF MOBILE, D.B.A.

...AD MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
MARCH 20, 2026

...A TO I-2

...TON BOULEVARD

...ESEL REPAIR

...ONE FOR

...RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY
...OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF
...208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE
...TION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).

...LL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY
...STRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE,
...YSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND
...UBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE

...ITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR
...CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD
...D PLAIN MANAGEMENT PLAN (1984); AND THE RULES FOR EROSION
...ER RUNOFF CONTROL.

...Y SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED.
...OR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A
...ND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS
...ORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING
...TNAL CERTIFICATE OF OCCUPANCY.

...STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF,
... BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE
...LE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND

...TH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY

... HAMILTON BOULEVARD, WITH ANY CHANGES IN SIZE, LOCATION AND
...ING AND CONFORM TO AASHTO STANDARDS. ANY NEW ON-SITE
...HALL MEET THE MINIMUM STANDARDS AS DEFINED IN ARTICLE 3,
...LOPMENT CODE.

...ITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION
...PROPERTIES (STATE ACT 2015-116 AND CITY CODE CHAPTERS 57
... RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE
...OM A COMMERCIAL SITE WILL REQUIRE A TREE REMOVAL PERMIT.

...LE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE
...FIRE CODE).

Outlook

K & R Diesel Repair (Byrd Surveying, Inc., Agent) (ZON-UDC-003734-2026)

[redacted]

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

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

1. **Neighborhood Meeting Documentation:** Complete and compliant Neighborhood Meeting documentation must be submitted to the Planning and Zoning Department **by 4:30 PM on Wednesday, June 3, 2026**.
   Note: To date, dated photos of the required sign advertising the Neighborhood Meeting and a copy of the public notice advertising the meeting have been received.

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

If the application fees are paid **by noon on Monday, May 18, 2026**, the case will be scheduled for the **June 18, 2026, Planning Commission** agenda. However, please note that if the Neighborhood Meeting documentation is not received by the stated deadline, the application will be held until all outstanding requirements are satisfied.

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

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

Thank You,
Logan Anderson
Principal Planner II
Planning & Zoning
[redacted]

Inst. # 2026023948 Pages: 1 of 3 I certify this instrument filed on: 4/28/2026 10:49 AM
Doc: D C. Mark Erwin, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $0.50 MinTx $0.00
Clerk: BTOWLER ERecorded

STATE OF ALABAMA

COUNTY OF MOBILE
43449 1 of 2

Warranty Deed

Know all Men by these Presents: That, in consideration of Two Hundred Twenty-Five Thousand and 00/100 Dollars ($225,000.00) and other good and valuable consideration to them in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **SHANNON BOX KULIK F/K/A SHANNON BOX, a married person conveying property that is not their homestead nor that of their spouse, and DENISE BOX A/K/A DEBORAH DENISE BOX DAWSON, a married person conveying property that is not their homestead nor that of their spouse** (herein referred to as "Grantors") do by these presents grant, bargain, sell and convey unto **MW REAL ESTATE INVESTMENTS LLC** (herein referred to as "Grantee") the following described real estate situated in Mobile County, Alabama, to-wit:

The South half of the West 134.4 feet of Lot Nine (9) of the Island Farms Extension, according to map thereof recorded in Map Book 3, Page 469 in the Probate Court Records of Mobile County, Alabama, more particularly described as follows: Commence at the Southwest Corner of Lot 9 of Island Farms Extension as the same appears of record in Map Book 3, page 469, thence run North 323.66 feet along the West line of said Lot 9 to a point, thence run East and parallel with the North line of said Lot 9 134.4 feet to a point; thence run South and parallel with the West line of Lot 9, 323.66 feet to a point on the South line of Lot 9, thence run West along the South line of Lot 9 to the place of beginning.

Commonly known as: 4600 Hamilton Blvd, Theodore, AL 36582.

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Mobile County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights.

To Have and To Hold the aforegranted premises to the said Grantee, its successors and assigns forever.

And the said Grantors do, for themselves, their heirs and assigns, covenant with said Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their heirs and assigns shall Warrant and Defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

[redacted]

Shannon M. Box Kulik
Shannon Box Kulik f/k/a Shannon Box)

STATE OF New York
COUNTY OF New York

I, the undersigned notary public, in and for said county and state, hereby certify that Shannon Box Kulik f/k/a Shannon Box, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7th day of April, 2026.

Notary Public, State of New York
Qualified in Bronx County
Commission #01PA6003715
Expires 05/24/2029

Notary Public
My commission expires 06/24/29

GRANTORS' MAILING ADDRESS:

752 West End Ave, Apt 17DE
New York, NY 10025

GRANTEE'S MAILING ADDRESS:

1900 Maple Valley Rd
Semmes, AL 36575

THIS INSTRUMENT PREPARED BY:

Crane Legal, P.C.
2607 Dauphin Street, Suite C
[redacted]

[redacted]

Inst. # 2026023948, at 4/28/2026 10:49 AM, 3 of 3

In Witness Whereof, the said Grantors have set their hands and seals this to be effective on the 6th day of April, 2026.

Denise Box aka Deborah Denise Box Dawson

Denise Box a/k/a Deborah Denise Box Dawson

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public, in and for said county and state, hereby certify that Denise Box a/k/a Deborah Denise Box Dawson, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of April, 2026.

AUDRA M. SMITH
My Commission Expires
August 16, 2027

Notary Public
My commission expires 8/16/27.

[redacted]

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 9, ISLAND FARMS EXTENSION AS RECORDED IN MAP BOOK 3 PAGE 469 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE NORTH 00°02'37" EAST 323.66 FEET TO A POINT; THENCE NORTH 89°45'29" EAST 134.14 FEET TO A POINT; THENCE SOUTH 323.61 FEET TO A POINT ON THE NORTH LINE OF HAMILTON BOULEVARD; THENCE SOUTH 89°44'24" WEST ALONG SAID NORTH LINE 134.40 FEET TO THE POINT OF BEGINNING.

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
[redacted]

Dear Neighbor,

The owner of the property located at 4600 Hamilton Boulevard is submitting an application to the City of Mobile to rezone the property to allow him to repair diesel trucks. The property should have been zoned correctly when the city annexed the area into the city limits. The previous business repaired hydraulic cranes which requires the same zoning classification we are requesting.

You are invited to attend a neighborhood meeting to further discuss the rezoning and we will answer any questions.

Meeting Location: Tillmans Corner Community Center at 5055 Carol Plantation Road
Date: May 5, 2026
Time: 5:00 p.m.

[redacted]

Sincerely,

Gerald D. Byrd
GDB/kpg

City of Mobile · Planning & Zoning

Neighborhood Meeting Cover Sheet

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

Date of Submittal: May 7, 2026

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

_____

_____

Neighborhood Meeting Date: May 5, 2026

Neighborhood Meeting Time: 5:00 p.m.

Neighborhood Meeting Location: Tillman's Corner Community Center, 5055 Plantation Road

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

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

Applicant's Name: KARI GIVENS
(First Name & Last Name)

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

X Kari Date: 5/7/2026

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

Neighborhood Meeting Summary

Meeting Date: MAY 5, 2026

Meeting Time: 5:00 PM

Meeting Location: TILLMAN'S CORNER COMMUNITY CENTER

Below is a summary of the proposed project presented at the Neighborhood Meeting:

NO ONE ATTENDED THE MEETING

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

SITE PLAN

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

NO ONE ATTENDED THE MEETING

Neighborhood Meeting Summary
Date: MAY 5, 2026
Applicant: K&R DIESEL REPAIR

Meeting Location: TILLMAN'S CORNER COMM CTR.
Application: _____

(Meeting summary, continued)

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

The Neighborhood Meeting ended at the following time: 6:02 PM

Applicant's signature attesting to the accuracy of this summary:

X _____ Date: 5/5/2026

Neighborhood Meeting

Date: MAY 5, 2026

Time: 5^00 PM

Location of Neighborhood Meeting: TILLMANS CORNER COMMUNITY CENTER, 5055 PLANTATION ROAD, THEO. AL

Project Location: 4600 HAMILTON BOULEVARD

Project/Application (e.g. Rezoning from R-1 to B-1):

REZONE R-A TO I-2

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ **Date:** 5/5/2026

Please Sign In:

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

Name: _____ **Email:** _____

Address: _____ **Phone:** _____

for Zoning
251-476-5010 ·
5055 Carol Plntn. Rd.
Live effect
Remaster

Neighborhood Meeting
for Zoning Change
251-476-5010 May 5, 2026
5055 Carol Plntn. Rd. 5:00 pm
Tillmans Corner Comm. Center
Live effect
Remaster

Add tag

Agenda Item # 20

ZON-UDC-003734-2026

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

Applicant Materials for Consideration

DETAILS

Location:
4600-A Hamilton Boulevard

Applicant / Agent:
K & R Diesel Repair / Byrd Surveying, Inc.

Property Owner:
Hunter Mason, MW Real Estate Investments, LLC

Current Zoning:
R-A, Residential Agriculture District

Proposed Zoning:
I-2, Heavy Industry District

Future Land Use:
Heavy Industry

Neighborhood Meeting:

- A Neighborhood Meeting was required due to the proposed rezoning to a higher zoning classification.
- The meeting was held on May 5, 2026, at 5:00 p.m. at 5055 Plantation Road.

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-A to I-2
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with one (1) condition.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential and commercial units.

APPLICATION NUMBER 20 DATE July 16, 2026

APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

REQUEST Rezoning from R-A to I-2

N

NTS

SITE HISTORY

The site was originally part of the *Island Farms Extension* subdivision, the plat for which was recorded in the Mobile County Probate Court in October 1940. Since that time, development of the area has resulted in the shifting of lot lines without proper approvals, such that the designs of many of the lots are no longer compatible with the recorded subdivision plat. This includes the subject site, which now has a metes-and-bounds legal description.

The site was later annexed into the City of Mobile in 2008 under the Theodore/Tillman's Corner Annexation and assigned an R-A, Residential Agricultural zoning designation.

The site is currently developed with an open structure and a shed and is surfaced with aggregate material.

There are no Planning Commission or Board of Zoning Adjustment cases associated with the property.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
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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.

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The subject site is bordered by properties zoned R-A, Residential Agricultural District, to the north, east, and west. Property located immediately south of the site is zoned I-1, Light Industry District.

The requested I-2, Heavy Industry District, zoning classification is generally compatible with the established development pattern in the surrounding area, which includes a mix of residential, institutional, commercial, and industrial uses. Additionally, multiple properties zoned I-2 are in the immediate vicinity of the subject site, beginning approximately 60 feet to the west and extending westward for approximately one-half (½) mile toward U.S. Highway 90. This existing concentration of industrially zoned property provides context for the proposed rezoning and supports its compatibility with surrounding land uses.

The site is currently developed with an open structure and a shed and is surfaced with aggregate material. Prior to annexation into the City of Mobile, the property was utilized as a hydraulic crane repair facility, a use that would have become nonconforming upon annexation under the assigned R-A zoning designation. No new development is illustrated on the submitted site plan. As the property is described by a metes-and-bounds legal description, any future development of the site will require approval of at least a one-lot subdivision.
The site has frontage along Hamilton Boulevard, a Principal Arterial Street. The submitted plan depicts a right-in/right-out driveway connection. Any future development of the site must comply with the applicable provisions of Article 3 of the Unified Development Code (UDC), and such compliance must be demonstrated on all site plans submitted for review as part of any associated development permit applications.

Any signage proposed for the site must comply with the requirements of the UDC and will require separate permitting through the Planning and Zoning Department.

The applicant states that the proposed rezoning is consistent with the Comprehensive Plan and the Future Land Use Map (FLUM), which designates the area as Heavy Industry. This land use classification encourages uses that may generate noise, vibration, and/or odors and that benefit from access to a multimodal freight transportation network.

The applicant further states that no significant changing conditions exist within the area and notes that surrounding properties to the north, east, south, and west are already developed with or zoned for commercial and industrial uses.

Staff acknowledges that the proposed I-2 zoning classification is generally consistent with the Heavy Industry FLUM designation, which contemplates a range of industrial and supporting commercial uses. Furthermore, the site's proximity to existing commercial, industrial, mining, and material storage operations supports the applicant's position regarding the request's compatibility with the surrounding area.

However, while the Comprehensive Plan and FLUM provide important policy guidance, rezoning requests must also be evaluated based on compatibility with surrounding development patterns, potential impacts on nearby residential properties, infrastructure capacity, and the broader public interest.

The UDC and official zoning map are founded upon long-range comprehensive planning efforts intended to promote orderly and desirable development. Amendments that are unsupported by adequate justification may undermine these planning objectives. Accordingly, rezoning requests are evaluated based on the following criteria:

- Consistency with the Comprehensive Plan;
- Existence of a mistake or error in the original zoning map;
- Compatibility with the surrounding neighborhood;

- Promotion of the public health, safety, and welfare;
- Adequacy of infrastructure to support the proposed zoning classification; and
- Presence of changed or changing conditions that justify the amendment.

The applicant has alleged that the original zoning classification was established in error. The property was annexed into the City of Mobile in 2008 as part of the Theodore/Tillman's Corner Annexation. At the time of annexation, the site was operating as a hydraulic crane repair facility but was assigned an R-A, Residential Agricultural District zoning designation, which was not consistent with the existing use of the property.

Overall, the applicant has provided justification addressing several of the rezoning criteria contained in Section 64-5-5.E. of the UDC, particularly with respect to consistency with the FLUM, the potential existence of a mistake or error in the original zoning map, and the area's established industrial development pattern.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

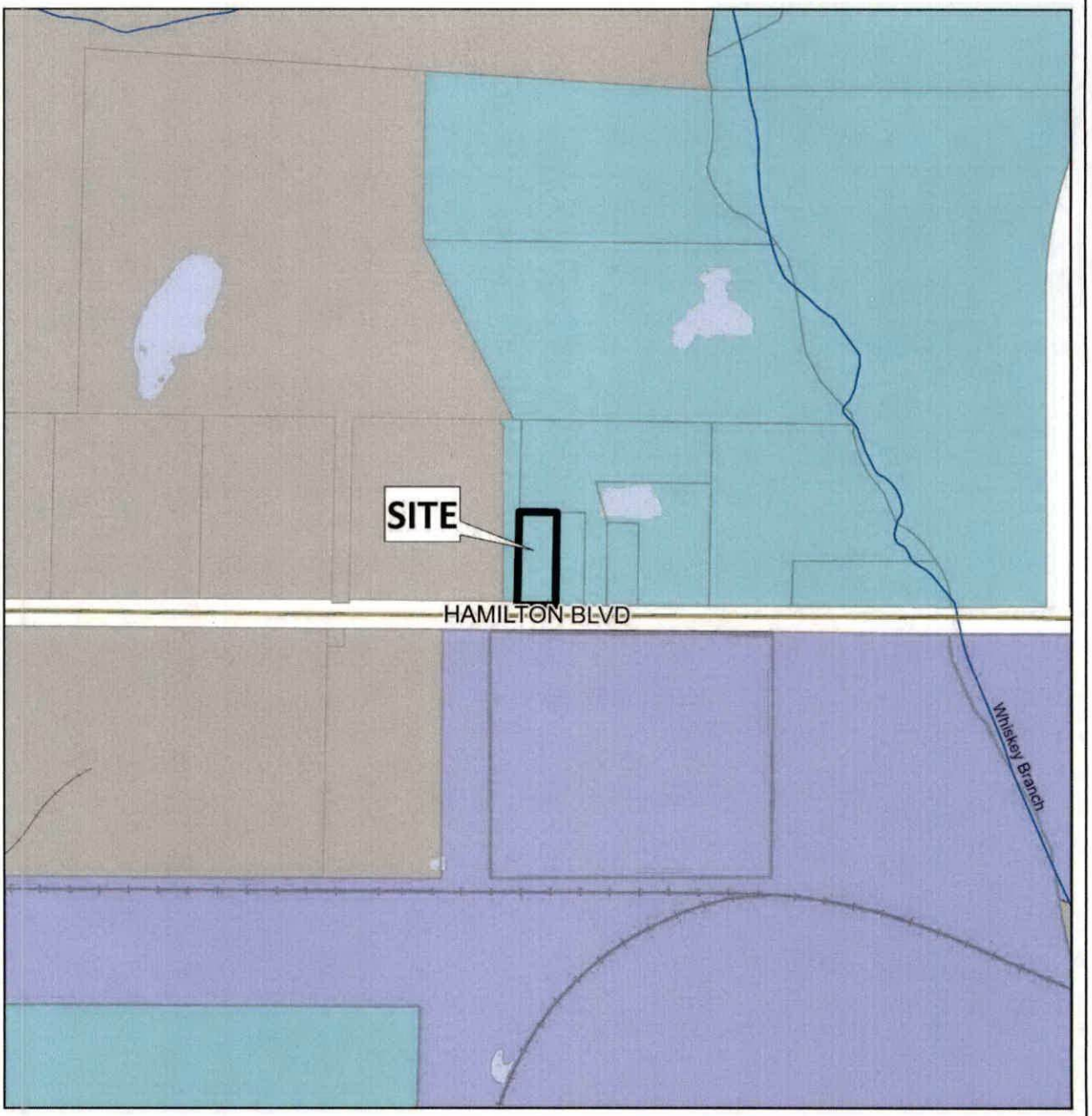
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 20 DATE July 16, 2026

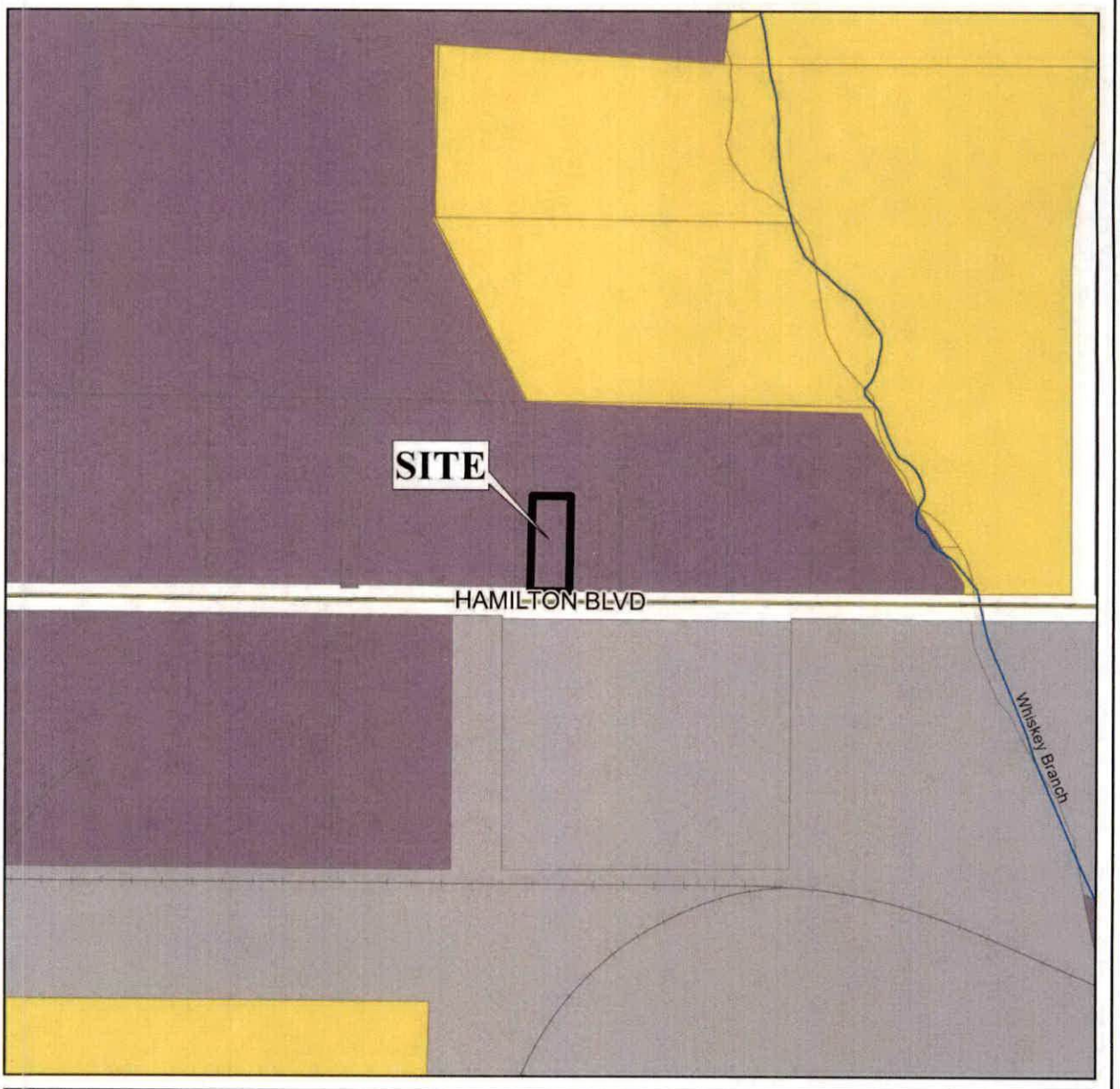
APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

REQUEST Rezoning from R-A to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 20 DATE July 16, 2026

APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

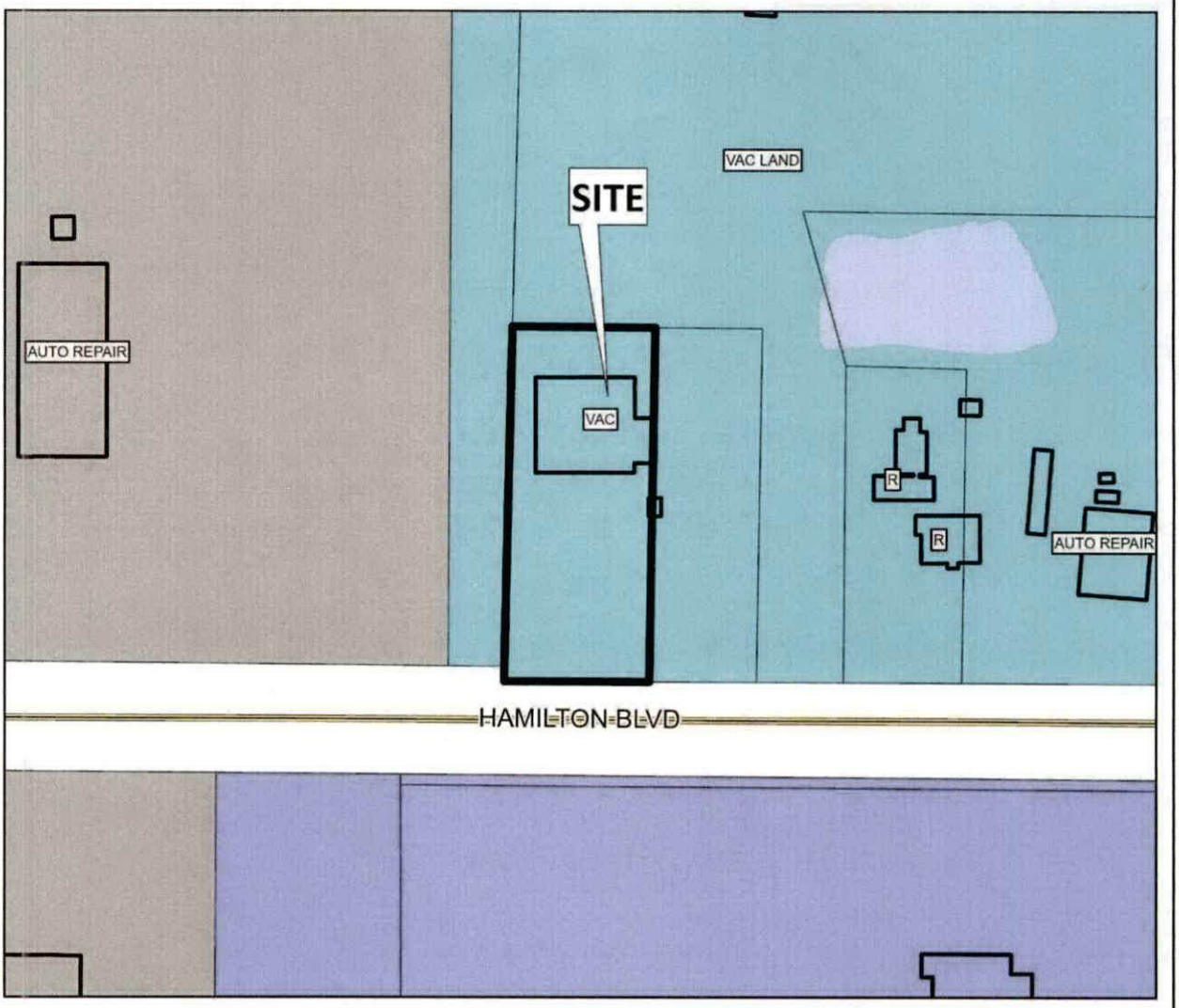
REQUEST Rezoning from R-A to I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 20 DATE July 16, 2026

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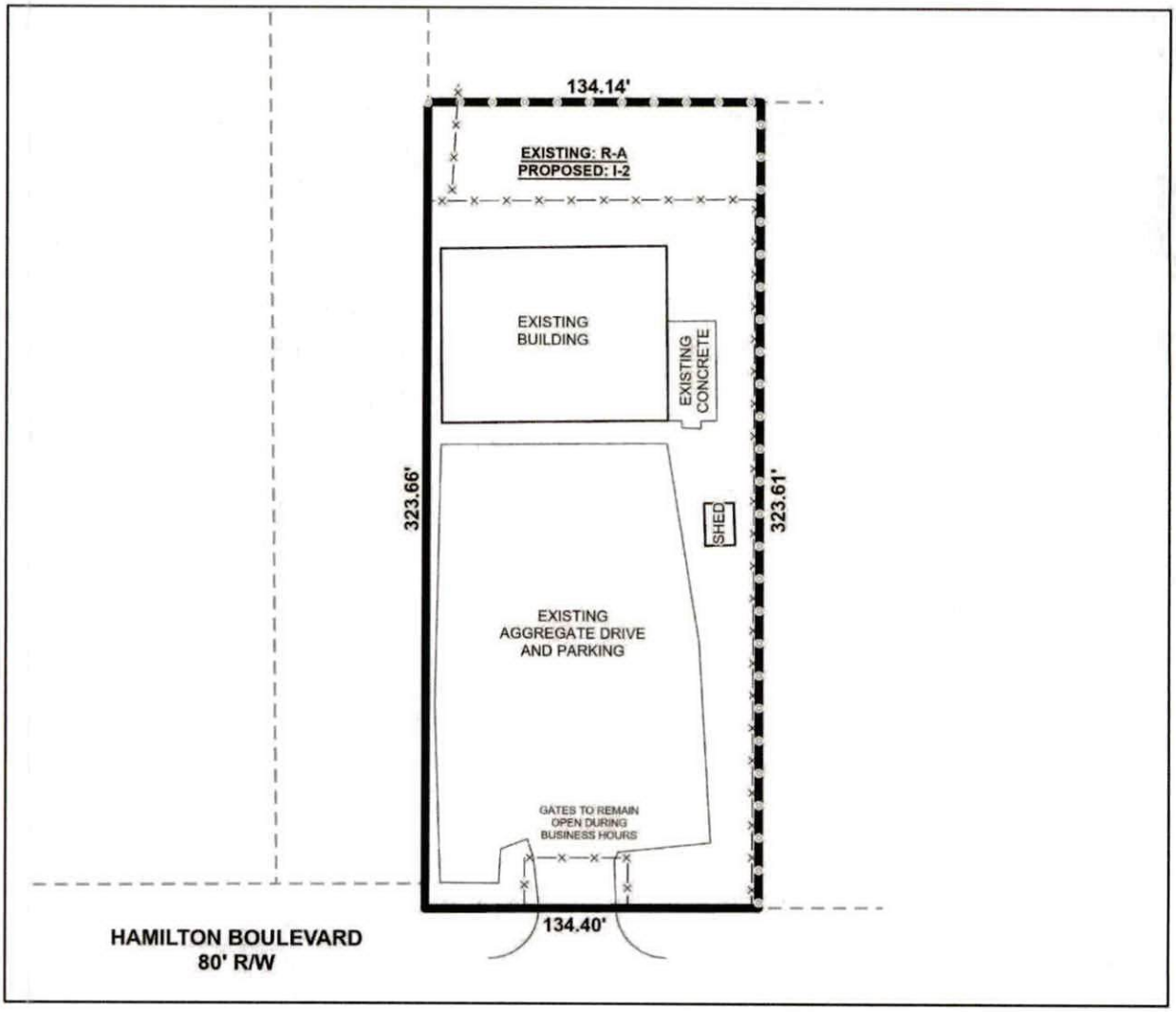
REQUEST Rezoning from R-A to I-2

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, and proposed zoning.

APPLICATION NUMBER 20 DATE July 16, 2026 APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent) REQUEST Rezoning from R-A to I-2	N NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or commercial lands may separate heavy industry from other land uses. Heavy industrial areas are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Some industrial areas along Mobile's waterways are treated separately on the FLUM and classified as Water Dependent Uses

Development Intent

- Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials.
- The outdoor storage areas should be screened as much as possible by the nature of the stored materials.
- Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use.
- Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations.
- Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

Land use mix

Primary Uses

- Heavy Industrial
- Mining and Material Storage

Secondary Uses

- Commercial

Character Example

Planning Commission
June 18, 2026

Agenda Item # 15

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APPLICATION NUMBER 15 DATE June 18, 2026

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The subject site is bordered by properties zoned R-A, Residential Agricultural District, to the north, east, and west. Property located immediately south of the site is zoned I-1, Light Industry District.

The requested I-2, Heavy Industry District, zoning classification is generally compatible with the established development pattern in the surrounding area, which includes a mix of residential, institutional, commercial, and industrial uses. Additionally, multiple properties zoned I-2 are in the immediate vicinity of the subject site, beginning approximately 60 feet to the west and extending westward for approximately one-half (½) mile toward U.S. Highway 90. This existing concentration of industrially zoned property provides context for the proposed rezoning and supports its compatibility with surrounding land uses.

The site is currently developed with an open structure and a shed and is surfaced with aggregate material. Prior to annexation into the City of Mobile, the property was utilized as a hydraulic crane repair facility, a use that would have become nonconforming upon annexation under the assigned R-A zoning designation. No new development is illustrated on the submitted site plan. As the property is described by a metes-and-bounds legal description, any future development of the site will require approval of at least a one-lot subdivision.
The site has frontage along Hamilton Boulevard, a Principal Arterial Street. The submitted plan depicts a right-in/right-out driveway connection. Any future development of the site must comply with the applicable provisions of Article 3 of the Unified Development Code (UDC), and such compliance must be demonstrated on all site plans submitted for review as part of any associated development permit applications.

Any signage proposed for the site must comply with the requirements of the UDC and will require separate permitting through the Planning and Zoning Department.

The applicant states that the proposed rezoning is consistent with the Comprehensive Plan and the Future Land Use Map (FLUM), which designates the area as Heavy Industry. This land use classification encourages uses that may generate noise, vibration, and/or odors and that benefit from access to a multimodal freight transportation network.

The applicant further states that no significant changing conditions exist within the area and notes that surrounding properties to the north, east, south, and west are already developed with or zoned for commercial and industrial uses.

Staff acknowledges that the proposed I-2 zoning classification is generally consistent with the Heavy Industry FLUM designation, which contemplates a range of industrial and supporting commercial uses. Furthermore, the site's proximity to existing commercial, industrial, mining, and material storage operations supports the applicant's position regarding the request's compatibility with the surrounding area.

However, while the Comprehensive Plan and FLUM provide important policy guidance, rezoning requests must also be evaluated based on compatibility with surrounding development patterns, potential impacts on nearby residential properties, infrastructure capacity, and the broader public interest.

The UDC and official zoning map are founded upon long-range comprehensive planning efforts intended to promote orderly and desirable development. Amendments that are unsupported by adequate justification may undermine these planning objectives. Accordingly, rezoning requests are evaluated based on the following criteria:

- Consistency with the Comprehensive Plan;
- Existence of a mistake or error in the original zoning map;
- Compatibility with the surrounding neighborhood;

- Promotion of the public health, safety, and welfare;
- Adequacy of infrastructure to support the proposed zoning classification; and
- Presence of changed or changing conditions that justify the amendment.

The applicant has alleged that the original zoning classification was established in error. The property was annexed into the City of Mobile in 2008 as part of the Theodore/Tillman's Corner Annexation. At the time of annexation, the site was operating as a hydraulic crane repair facility but was assigned an R-A, Residential Agricultural District zoning designation, which was not consistent with the existing use of the property.

Overall, the applicant has provided justification addressing several of the rezoning criteria contained in Section 64-5-5.E. of the UDC, particularly with respect to consistency with the FLUM, the potential existence of a mistake or error in the original zoning map, and the area's established industrial development pattern.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    (1) The current development trends, if any, in the vicinity of the subject property;
    (2) Surrounding land uses;
    (3) Would adversely impact neighboring properties; or
    (4) Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

APPLICATION NUMBER 15 DATE June 18, 2026

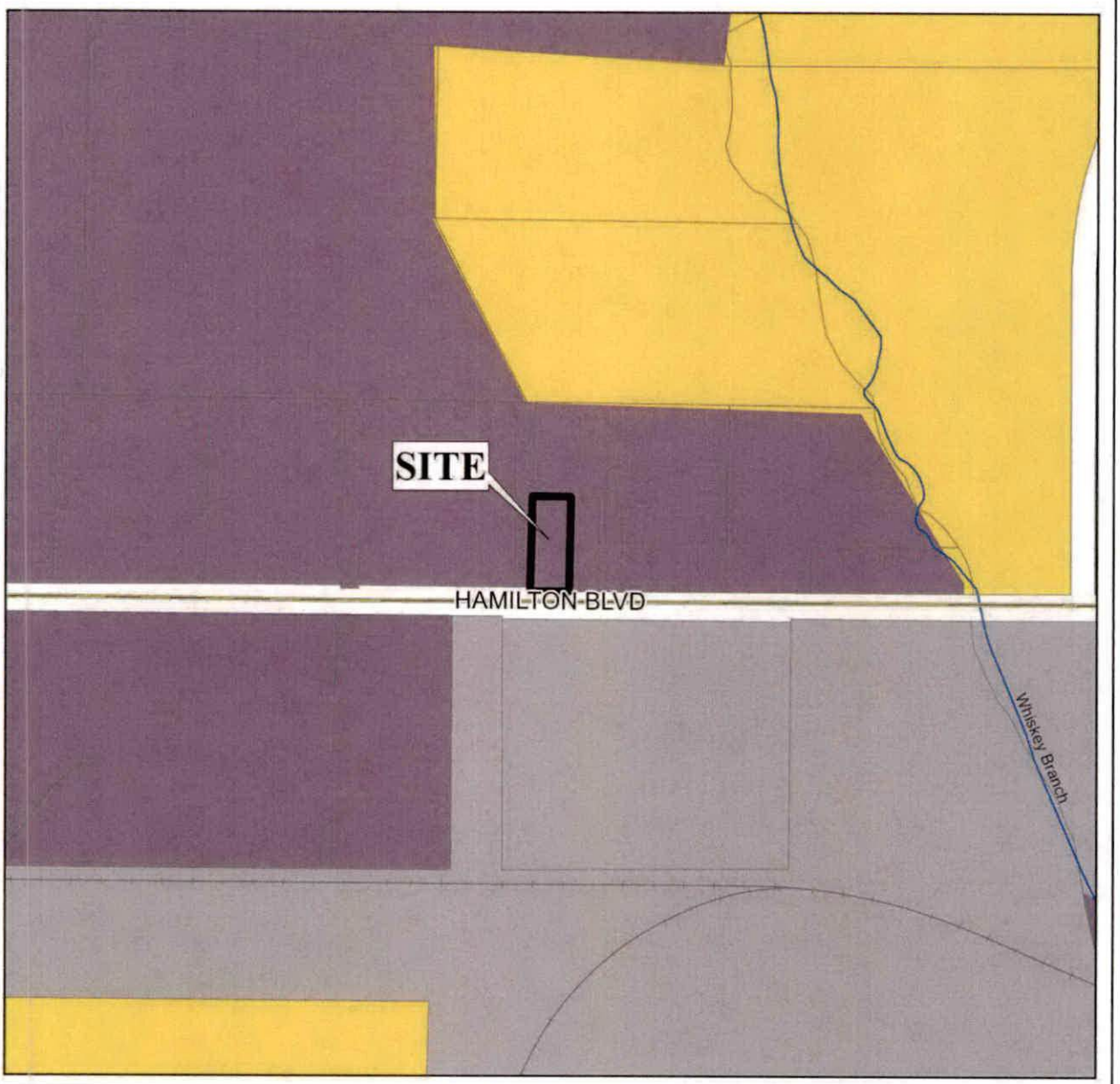
APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

REQUEST Rezoning from R-A to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE June 18, 2026

APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

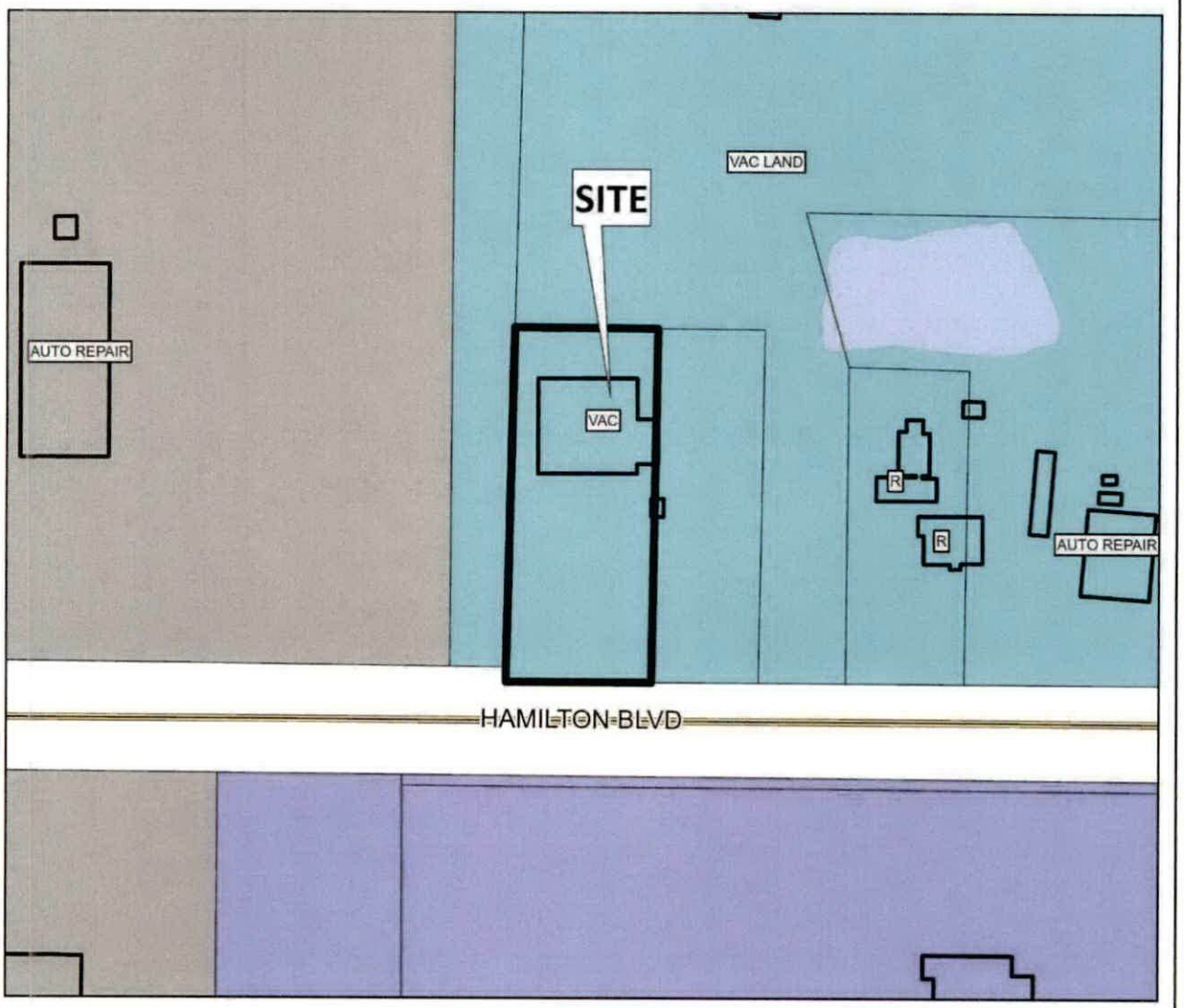
REQUEST Rezoning from R-A to I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 15 DATE June 18, 2026

APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)

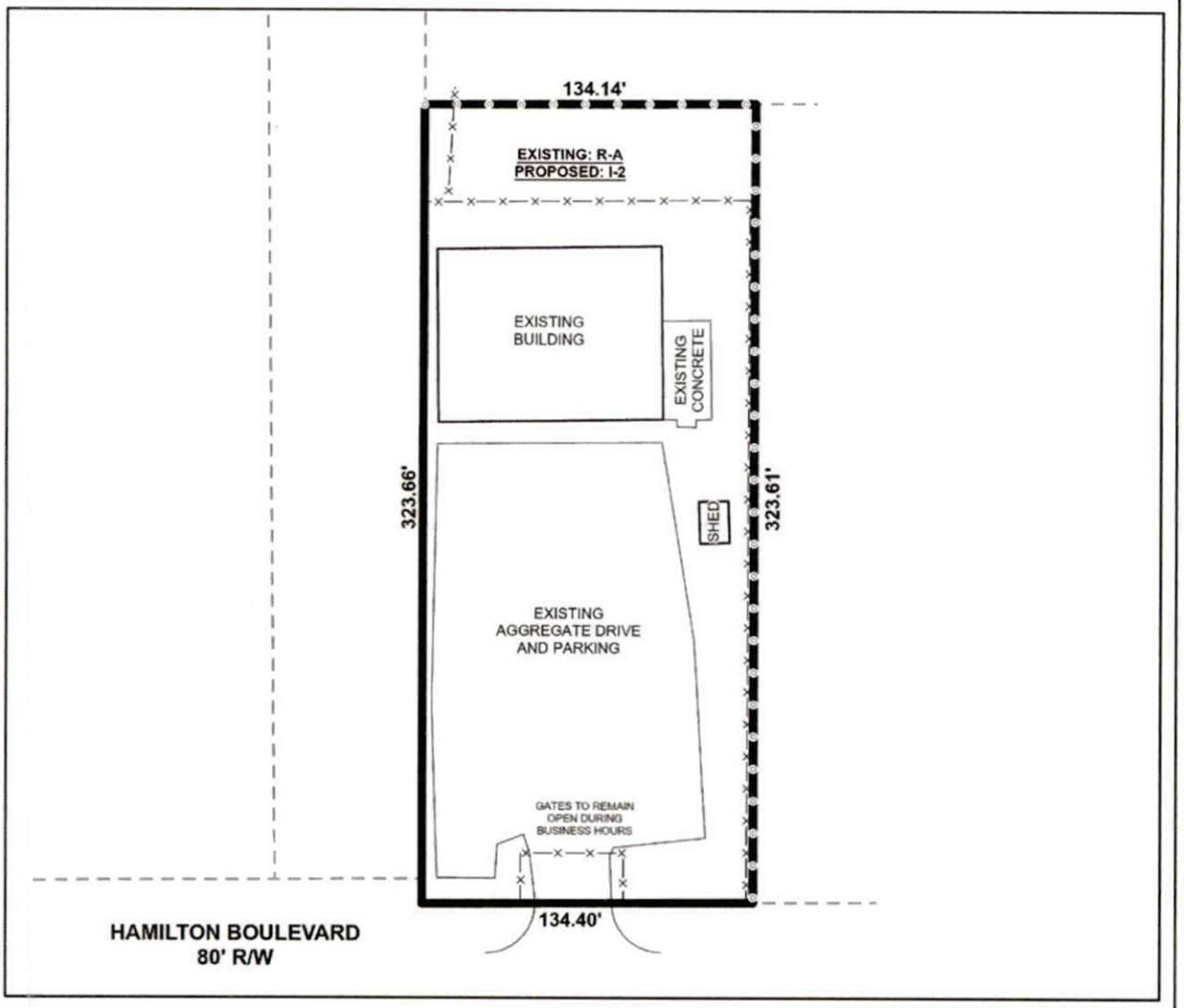
REQUEST Rezoning from R-A to I-2

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

N

NTS

SITE PLAN



The site plan illustrates existing buildings, drives, and proposed zoning.

APPLICATION NUMBER 15 DATE June 18, 2026	N
APPLICANT K & R Diesel Repair (Byrd Surveying, Inc., Agent)	
REQUEST Rezoning from R-A to I-2	NTS

FUTURE LAND USE MAP CORRESPONDENCE TO ZONING

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

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

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

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

Zoning correspondence matrix

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

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

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

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

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

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or commercial lands may separate heavy industry from other land uses. Heavy industrial areas are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Some industrial areas along Mobile's waterways are treated separately on the FLUM and classified as Water Dependent Uses

Development Intent

- Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials.
- The outdoor storage areas should be screened as much as possible by the nature of the stored materials.
- Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use.
- Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations.
- Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

Land use mix

Primary Uses

- Heavy Industrial
- Mining and Material Storage

Secondary Uses

- Commercial

Character Example