



## Addendum No. 1

To: Pre-Quote Meeting Attendees and Registered Plan holders

From: Chuck Babin, Elizabeth Miller  
City of Mobile Architectural Engineering Department

Re: Trimmier Park – Football Stadium Lighting  
Project #PR-068-24

Date: May 26, 2026

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated May 20, 2026. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

### **General:**

#### **Clarifications:**

- Item 1. The Pre-Quote Meeting Agenda *with Modifications* and Pre-Quote Meeting Acknowledgment Roster, dated May 26, 2026, are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and *bold italic* typeface for additions.
- Item 2. The cover of the Project Manual has been updated to list the Bid due date as June 3, 2026.
- Item 3. The duplicate version of AIA document A701 is to be removed. Section 3.3.2.1 Substitution Process has been edited to require substitutions to be tuned in within seven days (7) prior to Bid date. Additional typos have been edited in Sections 3.1.1, 3.3.3, and 4.3.1.
- Item 4. The order of precedence has been clarified in AIA document A101, Article 1 Contract Documents.
- Item 5. The Musco plans cover has a clarification added stating that the plans that Manufacturer literature, calculations, control system summaries, and reference documents are provided

solely for informational purposes and shall not constitute Contract Documents unless expressly incorporated by written amendment.

- Item 6. The Contractor is to disconnect, remove, and demolish the existing Football Field Scoreboard down to the concrete base. The existing associated underground conduit is to be cut 24” below finished grade minimum. Existing conductors to be completely removed.
- Item 7. The Contractor is to ensure all fees associated with Alabama Power Company work are included in the bid.

**Forms and Specifications:** N/A

**Drawings:**

- Item 1. Replace drawing sheet titled T101 Title Sheet and dated 05.20.26 with the one attached by the same title dated 05.26.26.

**RFI's:** N/A

**ATTACHMENTS**

- 1. Pre-Bid Meeting Agenda *with Modifications*
- 2. Pre-Bid Meeting Attendance Roster
- 3. Cover Sheet for Project Manual *with Modifications*
- 4. AIA Document A701 *with Modifications*
- 5. AIA Document A101 *with Modifications*
- 6. Musco Plans cover sheet *with Modifications*
- 7. T101 TITLE SHEET, Addendum #1

**END OF ADDENDUM NO. 1**

**Trimmier Park  
Football Field Lighting  
PR-068-24**

**PRE-BID CONFERENCE**

9:00 am May 26, 2026,  
3600 Alba Club Drive, Mobile, Alabama 36605



**AGENDA**

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.
3. Pre-Bid requirements: In order to submit a bid, contractors shall be required to obtain a project manual to be on the bidder's list A. pre-bid qualifications & construction quality requirement form is also required to be include with the bid.
4. Discussion of Scope of Work.
  - a. The project consists of the installation of upgraded electrical services with new football field lighting and a new scoreboard.
  - b. There is a \$20,000.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
  - c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
  - d. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.
  - e. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
  - f. Contractor shall have access to the site seven days a week, 7:00 am until 7:00 pm unless approved differently by Project Manager.
  - g. Contractor shall keep an exceptionally clean site. The park will continue to operate during normal business hours. All Construction and lay down areas must be protected from public and City of Mobile staff.
  - h. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
  - i. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged throughout the course of the work. It is advised that the Contractor document the area before beginning Construction.
  - j. Contractor shall protect all non-paved surfaces from damage. Use of equipment pads is highly recommended. Any damage done to grassed areas shall be re-sodded by the contractor in like or better kind prior to substantial completion.

- k. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
  - l. Storm and Wastewater:
    - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
    - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
  - m. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Christina Marie at [Christy@jagcon.org](mailto:Christy@jagcon.org).
  - n. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to the consultant at [Christy@jagcon.org](mailto:Christy@jagcon.org).
  - o. Cut off time for substitution requests is by 3:00 pm 7 days before the bid opening date. Substitution approvals are Pre-Bid only. All requests are to be submitted via e-mail to Christina Marie at [Christy@jagcon.org](mailto:Christy@jagcon.org).
  - p. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
  - q. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible for contacting line locators for verification.
5. Special Instructions or conditions.
- a. Equal Opportunity:
    - i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
    - ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
    - iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
    - iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
    - v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
  - b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current \$10,000 Surety Bond on file with the City of

Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

6. Bidding instructions, forms, special requirements and time.
  - a. Sealed Bids will be received and clocked in until 2:00 PM local time, Wednesday, the 3rd day of June 2026.
    - i. Due to restricted access to Government Plaza offices, it is recommended that Bids be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
    - ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
    - iii. Bidders delivering Bids in person shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
  - b. All Bids not clocked in by the City Clerk's Office prior to the 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.
  - d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
  
7. Additional Requirements at time of Contract execution:
  - a. A valid City of Mobile business license for the duration of the contract period
  - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
  - c. Performance Bond and Labor & Material Payment Bond are required.
  - d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
  - e. Builder's Risk Insurance:
    - i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
    - ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

8. Payment requirements.
  - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
  - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published three times in a local newspaper of general circulation.
  - c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.
9. Owner/City of Mobile contacts and phone numbers:
  - a. Chuck Babin: 251-489-4888 (Architectural Engineering Department Project Manager)
  - b. Elizabeth Miller: 251-406-2678 (Architectural Engineering Department Project Manager)
10. Addendum
  - a. Bid date has been updated on the cover page of the project manual.
  - b. MUSCO Lighting Drawings are for Reference only and do not supersede the stamped engineered drawings.
11. Walk of Site
12. Adjourn





# **PROJECT MANUAL**

**FOR**

## **Trimmier Park Lights Upgrades**

**3600 Alba Club Road  
Mobile, Alabama 36605**

**Project #PR-068-24**

**May 20, 2026**

***ADDENDUM #1, DATED MAY 26, 2026***

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

**Bid Date: ~~May 26~~ June 3, 2026**

Trimmier Park  
Lights Upgrades  
Mobile, AL  
PR-068-24

**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**  
***ADDENDUM #1, DATED MAY 26, 2026***

**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.

***(DUPLICATE A701 WAS OMITTED FROM MANUAL)***



# AIA<sup>®</sup> Document A701<sup>®</sup> – 2018

## Instructions to Bidders

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

CIP Trimmier Park Lights Upgrade  
3600 Alba Club Road  
Mobile, AL 36605  
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE  
FOOTBALL FIELD AREA

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

City of Mobile  
Real Estate Asset Management Department  
P. O. Box 1827  
Mobile, AL 36633-1827

**THE DESIGN CONSULTANT:**  
(Name, legal status, address, and other information)

Jaguar Consulting, LLC  
8658 Capital Drive North  
Mobile, AL 36695  
251-307-1037

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 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.

## **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.

§ 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.

## **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 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 requirement 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.

*Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid.

**§ 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 five (5) days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Via email to Design Consultant and City of Mobile Project Manager, at [chuck.babin@cityofmobile.gov](mailto:chuck.babin@cityofmobile.gov)

**§ 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.

#### **§ 3.3.2 Substitution Process**

**§ 3.3.2.1** Written requests for substitutions shall be received by the Architect at least ten 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.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents via email, and City of Mobile Bid Website.

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

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

§ 3.4.3 Addenda will be issued no later than four 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 00400. 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.

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. Upon 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 an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding \$50,000.00. 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:

*(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 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 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.

§ 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 shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **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. 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 in any order or combination, unless otherwise specifically provided in the Bidding Documents, and 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.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable 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 seven (7) 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 Schedule of Values; and
- .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 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.)*

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. 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.

### **§ 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 ten (10) calendar days from receiving the Construction Contract forms for signature.

**§ 7.2.2** The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

**§ 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 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**§ 8.1** AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of

Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile. Contract Documents as set forth in the attached sample contract.

#### **ARTICLE 9 NONDISCRIMINATION**

**§9.1.1** 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. 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.

#### **ARTICLE 10 USE OF DOMESTIC PRODUCTS**

**§ 10.1.1** Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material 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 nor more than 20 percent of the gross amount of the contract price.

**§ 10.1.2** Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

#### **ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS**

**§ 11.1.1** Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

**§ 11.1.2** A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

#### **ARTICLE 12 PRE-BID REQUIREMENTS**

##### **§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE**

**§ 12.1.1** If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board

for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 “Bidder Qualifications”.

**§ 12.2 A NONRESIDENT BIDDER**

**§ 12.2.1** Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

**ARTICLE 13 POST-BID REQUIREMENTS**

**§ 13.1 CITY CONTRACTOR'S LICENSE**

**13.1.1** A City of Mobile Contractor’s License is required and must be current at the time of bidding. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor’s 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  
251.208.7461

**13.2 E-VERIFY DOCUMENTATION**

**§ 13.2.1** The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

**13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES**

**§ 13.3** The Contractor represents and agrees that it is not currently engaged in, nor will 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**

# **Additions and Deletions Report for AIA® Document A701® – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:53:02 CDT on 05/21/2026.

## **Changes to original AIA text**

### **PAGE 1**

**THE ARCHITECT~~THE DESIGN CONSULTANT~~:**

### **PAGE 2**

**§ 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 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 requirement for the Project have been fulfilled.**

### **PAGE 3**

*Bid (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

**§ 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~~ five (5) days prior to the date for receipt of Bids.**

### **PAGE 4**

**§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents via email, and City of Mobile Bid Website.**

**§ 4.1.4~~Bids~~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 00400. Additional Bid Forms will be furnished to prospective Bidders upon request.**

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. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

## PAGE 5

**§ 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. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

**§ 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. ~~However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security~~

**§ 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.

## PAGE 6

~~**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:~~

~~*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*~~

### **ARTICLE 5 — CONSIDERATION OF BIDS**

#### **ARTICLE 5 CONSIDERATION OF BIDS**

#### **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 6.2 Owner's Financial Capability**

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

- .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.

**PAGE 7**

**§ 6.3.5** The Contractor shall, within seven (7) 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 Schedule of Values; and
- .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.

**§ 7.2.1** ~~The~~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~~ten (10) calendar days from receiving the Construction Contract forms for signature.

**§ 7.2.2** ~~Unless otherwise provided, the~~The bonds shall be written on AIA Document A312, City's Performance Bond and Labor and Material Payment Bond forms.

**PAGE 8**

## **ARTICLE 8 — ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the

following documents: AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile. Contract Documents as set forth in the attached sample contract.

- ~~.1 AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
(Insert the complete AIA Document number, including year, and Document title.)~~
- ~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
(Insert the complete AIA Document number, including year, and Document title.)~~
- ~~.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~~
- ~~.6 Specifications~~
- ~~.7 Addenda:~~
- ~~.8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~
  - ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017.)~~
  - ~~The Sustainability Plan:~~
  - ~~Supplementary and other Conditions of the Contract:~~
- ~~.9 Other documents listed below:  
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)~~

## **ARTICLE 9 NONDISCRIMINATION**

**§9.1.1 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.**

**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.**

## **ARTICLE 10 USE OF DOMESTIC PRODUCTS**

**§ 10.1.1 Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use**

**material 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 nor more than 20 percent of the gross amount of the contract price.

§ 10.1.2 Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed

by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States.

If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

#### **ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS**

§ 11.1.1 Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be

given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to

local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any

state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the

same extent as provided by the laws of the state of domicile of the nonresident.

§ 11.1.2 A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law

licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by

#### **PAGE 9**

the law of that state to its own business entities whose principal places of business are in that state in the letting of any

or all public contracts.

#### **ARTICLE 12 PRE-BID REQUIREMENTS**

##### **§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE**

§ 12.1.1 If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board

for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the

type of work in this project. See Invitation to Bid, Section 6 “Bidder Qualifications”.

**§ 12.2 A NONRESIDENT BIDDER**

**§ 12.2.1** Every bidder shall be registered with the Department of Revenue prior to bidding and all bidders shall have a

certificate of authorization to do business in Alabama from the Secretary of the State of Alabama. The registration number shall be included on the bid form.

**ARTICLE 13 POST-BID REQUIREMENTS**

**§ 13.1 CITY CONTRACTOR'S LICENSE**

**13.1.1** A City of Mobile Contractor’s License is required and must be current at the time of bidding. Contractor must

qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractor’s 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

251.208.7461

**13.2 E-VERIFY DOCUMENTATION**

**§ 13.2.1** The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration

Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, orated therein.

**13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES**

**§ 13.3** The Contractor represents and agrees that it is not currently engaged in, nor will 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**

**Variable Information**

**PAGE 1**

CIP Trimmier Park Lights Upgrade

3600 Alba Club Road  
Mobile, AL 36605

F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

City of Mobile

Real Estate Asset Management Department  
P. O. Box 1827  
Mobile, AL 36633-1827

Jaguar Consulting, LLC

8658 Capital Drive North  
Mobile, AL 36695

251-307-1037

**PAGE 3**

from the City of Mobile Real Estate Asset Management Department as listed in the Invitation to Bid.

Via email to Design Consultant and City of Mobile Project Manager, at [chuck.babin@cityofmobile.gov](mailto:chuck.babin@cityofmobile.gov)

**PAGE 5**

The Bidder shall provide a Bid Security in the form of a cashier's check drawn on an Alabama bank or a Bid Bond. Bid Security is required for bids exceeding \$50,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.

Submission of Bid shall be as stated in Section 00 11 16, Invitation to Bid, Paragraph 9, titled "Bid Submittal".

**PAGE 7**

A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. 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.

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:53:02 CDT on 05/21/2026 under Order No. 20240042832 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the date last signed.  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Mobile  
Real Estate Asset Management Department  
P. O. Box 1827  
Mobile, AL 36633-1827

and the Contractor:  
(Name, legal status, address and other information)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CIP Trimmier Park Lights Upgrade  
PR-068-24  
3600 Alba Club Road  
Mobile, AL 36605  
F584-001 UPGRADING THE LIGHTING SYSTEM FOR SAFETY IN THE FOOTBALL FIELD AREA

The Design Consultant:  
(Name, legal status, address and other information)

Jaguar Consulting, LLC  
8658 Capital Drive North  
Mobile, AL 36695  
(251)307-1037

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. In the event of conflict in the documents the following order of precedence shall control: this executed A101 Agreement and any amendments, change orders, supplementary conditions, general conditions, specifications, drawings, manufacturer reference documents. Technical reference materials do not supersede contract requirements. Modifications made by the Owner control over standard AIA language. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

**§ 3.1.1** 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.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: August 31, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$0.00

Envelope Adjustment: \$ 0.00

Contingency Allowances: \$20,000.00

Alternates 1,2,3, and 5: \$0.00

Total Contract Sum: \$0.00

**§ 4.2 Alternates**

§4.2.1 Alternates, if any, included in the Contract Sum:

<u>Item</u>	<u>Price</u>

§ 4.3 Allowances, if any, included in the Contract Sum:

<u>Item</u>	<u>Price</u>

**§ 4.3 Contingency Allowance**

§4.3.1 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.

§4.3.2 Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

§4.3.3 All extra work under this section must be authorized by the Owner, in writing, prior to procurement of materials or undertaking work

§4.3.4 Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

§4.3.5 Allowances are subject to the same provision of AIA 201 §7.3.7.

**§ 4.4 Unit prices, if any:**

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (Price per Unit (\$0.00).00)

#### **§ 4.5 Liquidated damages**

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 that remains uncompleted or any required closeout documents that are not acceptably submitted for more than thirty (30) 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 the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

### **ARTICLE 5 PAYMENTS**

#### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Design Consultant by the Contractor and Certificates for Payment issued by the Design Consultant, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

**§ 5.1.3** Provided that an Application for Payment is received by the Design Consultant not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Design Consultant after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Design Consultant receives the Application for Payment.

**§ 5.1.4** 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 Design Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** 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.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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 Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Design Consultant determines, in the Design Consultant's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Consultant has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 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;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Design Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 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.

**§ 5.1.7 Retainage**

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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.

§ 5.1.7.1.1 The following items are not subject to retainage: N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be 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

§ 5.1.7.3 If final completion of the work is materially delayed through no fault of the Contractor, the Owner may, at the Owner's sole discretion, without terminating the Contract, release the withheld retention, or any portion thereof, prior to final completion of the work provided the Contractor has complied with § 5.2.2 for the portion of the work for which retainage is being released.

§ 5.1.8 Except with the Owner'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.

**§ 5.2 Final Payment**

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when 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 Owner's then-current modifications which may be obtained from the Owner 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 a Certificate of Substantial Completion has been issued by the Design Consultant /Owner and the project accepted.

§ 5.2.2 The final two- and one-half percent (2.5%) of the total Contract Sum retained by the Owner for final payment to the Contractor of retainage will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following to show that these requirements have been met:

- .1 Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents)
  - .1.1 Contractor's Release or Waiver of Liens
  - .1.2 Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- .2 Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- .3 Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- .4 Any additional close out requirements per the contract documents; and
- .5 Notarized Affidavit of Notice of Completion advertisement from publisher.

**§ 5.3 Publication of Completion**

§ 5.3.1 Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for a minimum of three (3) consecutive weeks, as required in the Ala. Code 1975 § 39-1-1 (f).

- .1 The Notice of Completion shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE  
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that [contractor name] has completed the contract for CIP Trimmier Park Lights Upgrade, located at 3600 Alba Club Road Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Real Estate Asset Management Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

§ 5.3.2 Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

§ 5.3.2 Final settlement shall not be paid until 30 days after the completion of the notice of publication Ala. Code 1975 § 39-1-1 (f) (3).

**ARTICLE 6 DISPUTE RESOLUTION**

§ 6.1 **Initial Decision Maker** The Design Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 **Binding Dispute Resolution**

For any Claim, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

§ 6.3 **Governing Law and Venue**

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

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner’s representative:  
Director, Real Estate and Asset Management  
P.O. Box 1827  
Mobile, AL 36633-1827

§ 8.3 The Contractor’s representative:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten (10) days’ prior notice to the other party.

§ 8.5 **Insurance and Bonds**

§ 8.5.1 **Liability of Contractor:** 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).

§ 8.5.1. This section of the Agreement will survive the expiration or termination of the Agreement.

§ 8.5.2 **Contractors Insurance**

- .1 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, and “in rem” endorsements if applicable.
- .2 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

- .3 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

- .4 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)
- .5 Commercial/Business Automobile Liability applicable to all automobiles owned, hired, rented or used by the contractor and automobiles not owned by but used on behalf of the contractor. The automobile liability policy must be provided on either ISO form #CA 00 01 (current edition) or an industry equivalent. In the event the contractor’s automobiles haul hazardous materials, the Contractor’s policy must be amended to include Pollution Liability-Broadened Coverage (CA9948) or equivalent coverage. Coverage must be maintained until the project has been completed. Policy will provide the following minimum limits:

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

- .6 Umbrella/Excess Liability:
  - \$2,000,000 combined single limit  
each occurrence for bodily injury and/or property damage
- .7 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, falsehood, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's/Engineer's and Contractor's services and expenses required as a result of such insured loss.
  - 3 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
  - 4 This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
  - 5 A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- 8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- 9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- 10 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.
- 11 Contractor shall procure and maintain insurance as specified above:
- 1 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.
  - 2 Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements.
  - 3 Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance.
  - 4 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.
  - 5 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.

.12 All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

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

**§ 8.5.3 Bonds** The Contractor shall provide bonds as set forth below:

- .1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.
- .2 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.
- .3 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.

**§ 8.7 Warranties**

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.

**§ 8.8 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.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Drawings- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda
- .4 Specifications- As provided in the City of Mobile CIP Trimmier Park Lights Upgrades Plan Set and Project Manual dated May 20, 2026 and Addenda

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.

**.8 Other Exhibits:**

Exhibit A: Office of Small Business Development Subcontracting and Major Supplier Plan

Exhibit B: Certificate of Liability Insurance

Exhibit C: Performance, Labor and Material Bonds

Exhibit D: E-Verify Documents

Exhibit E: Secretary of State

Exhibit F: Bidding And Contract Requirement Documents

**§ 9.2.2 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.

**§ 9.2.3** 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.

**§ 9.2.4** 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.

**§ 9.2.5 Public Contracts with Entities Engaging 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.

**§ 9.2.6 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.

**§ 9.2.7 Non-Agency Clause**

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.

**ARTICLE 10 USE OF CITY PROJECT MANAGEMENT SOFTWARE (E-BUILDER)**

**§ 10.1** The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout. The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of

this Agreement, and may delay processing of project documentation.

This Agreement entered into as of the day and year of last execution:

CONTRACTOR:

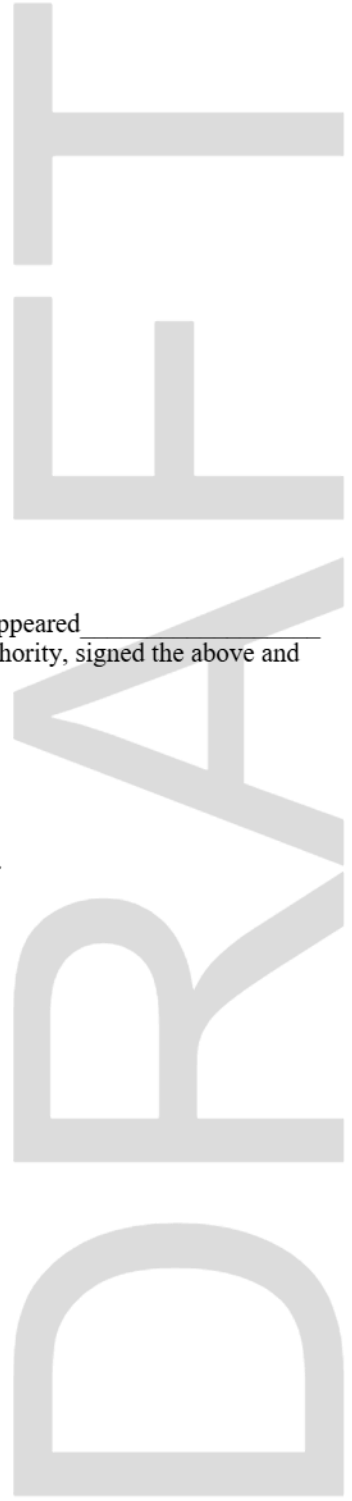
\_\_\_\_\_  
NAME, TITLE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**CITY OF MOBILE**

By: \_\_\_\_\_  
Spiro N. Cheriogotis, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

DRAFT

Trimmier Park  
Lights Upgrades  
Mobile, AL  
PR-068-24

**MUSCO LIGHTING PROJECT  
RELATED DOCUMENTS  
ADDENDUM #1, DATED MAY 26, 2026**  
**(For reference only. *Manufacturer literature, calculations, control system summaries, and reference documents are provided solely for informational purposes and shall not constitute Contract Documents unless expressly incorporated by written amendment*)**

MUSCO LIGHTING PROJECT  
RELATED DOCUMENTS

# CITY OF MOBILE - TRIMMIER PARK LIGHT UPGRADES - PR#068-26

FOR

the City of  
**Mobile, Alabama**

BY



## INDEX OF DRAWINGS

DRAWING #	DRAWING DESCRIPTION:
T101	TITLE SHEET
E101	ELECTRICAL LEGEND & ABBREVIATIONS & SPECIFICATIONS
E201	ELECTRICAL OVERALL SITE PLAN
E301	ELECTRICAL ONE LINE DIAGRAM & LIGHTING CONTROL WIRING DIAGRAM
E401	ELECTRICAL SCHEDULES & ELEVATIONS
S-1	STRUCTURAL SCOREBOARD ELEVATIONS
S-2	STRUCTURAL SCOREBOARD FOUNDATION DETAILS

## SUMMARY OF WORK

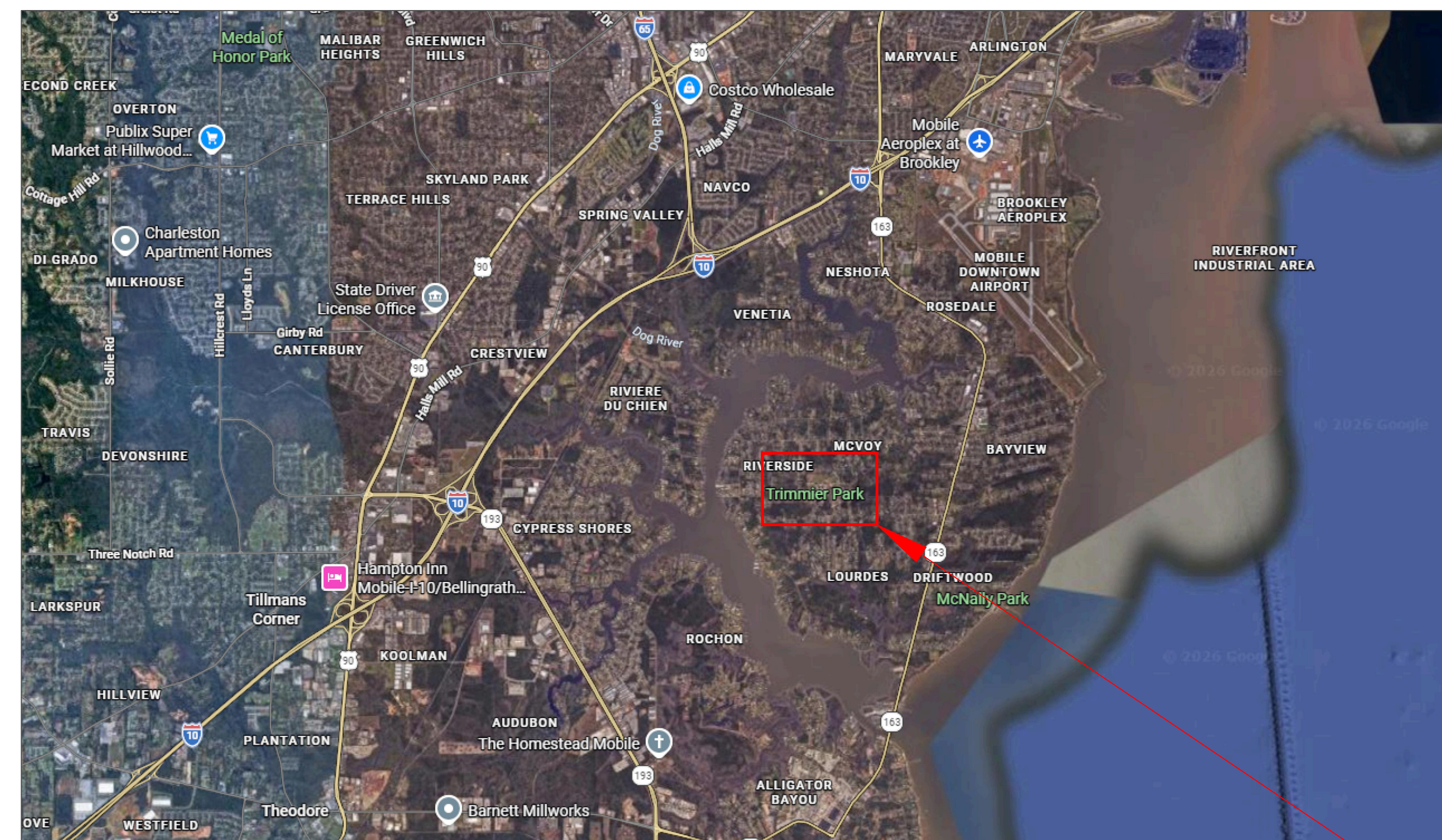
### BY CONTRACTOR:

- INSTALLATION OF A NEW ELECTRICAL SERVICE PEDESTAL, ELECTRICAL EQUIPMENT, CONDUIT, WIRING, ETC.
- UPGRADE THE EXISTING TRIMMIER PARK FOOTBALL FIELD LIGHTING TO A NEW MUSCO LIGHTING SYSTEM.
- THE DISCONNECTION AND DEMOLITION OF THE EXISTING SCOREBOARD AND THE INSTALLATION OF A NEW OWNER-PROVIDED NEVCO SCOREBOARD.

THE ELECTRICAL CONTRACTOR IS TO PROVIDE ALL NECESSARY EQUIPMENT, RACEWAYS, ETC., FOR A COMPLETE SYSTEM, UNLESS OTHERWISE NOTED. COORDINATE WITH THE CITY OF MOBILE MATERIAL LAY-DOWN AREAS.

### BY OWNER:

ALL NEW MUSCO LIGHTING EQUIPMENT, FIXTURES, POLES, ETC., AND THE NEW SCOREBOARD ARE TO BE PROVIDED BY THE OWNER AND INSTALLED BY THE ELECTRICAL CONTRACTOR.



1 OVERALL SITE VICINITY MAP

**AREA OF WORK**

NUMBER	REVISION	REVISION DESCRIPTION
1	ADDENDUM #1	5/26/2026

**CITY OF MOBILE - TRIMMIER PARK  
LIGHT UPGRADES - PR#068-26  
MOBILE, ALABAMA**

DESIGNED BY:  
TMM  
DRAWN BY:  
TMM  
CHECKED BY:  
CM  
DATE:  
05-20-2026

SHEET TITLE:  
TITLE SHEET

SHEET:  
T101