



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 3, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Lenn Chilton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. COMMUNICATIONS FROM THE MAYOR

7. ADOPTION OF THE AGENDA

8. APPEALS

Request of Kim Hall for a waiver of the Noise Ordinance at 2051 Clemente Court on June 7, 2025, from 4:00 p.m. - 10:00 p.m. (District 1).

Request of Kenedy Smith for a waiver of the Noise Ordinance at 2648 Greenback Drive on June 6, 2025, from 10:00 a.m. - 10:00 p.m. (District 1).

Request of Lykiska Adams for a waiver of the Noise Ordinance at 2666 Esau Avenue

on July 26, 2025, from 3:00 p.m. - 7:00 p.m. (District 1).

Request of Maura Mandyck for a waiver of the Noise Ordinance at Spanish Plaza on June 14, 2025, from 12:00 p.m. - 1:30 p.m. (District 2).

Request of Jason Nettles for a waiver of the Noise Ordinance at Mardi Gras Park on October 4, 2025, from 6:00 a.m. - 2:00 p.m. (District 2).

Request of Leo Ferriera for a waiver of the Noise Ordinance at 12 N. Jackson Street on October 10, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

Request of Leo Ferriera for a waiver of the Noise Ordinance at 12 N. Jackson Street on November 14, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

Request of Leo Ferriera for a waiver of the Noise Ordinance at 12 N. Jackson Street on December 12, 2025, from 5:00 p.m. - 9:00 p.m. (District 2).

Request of Darryl Cheese for a waiver of the Noise Ordinance at 3315 Dauphin Island Parkway on June 16-19, 2025, from 7:00 p.m. - 10:00 p.m. (District 3).

9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

10. ORDINANCES HELD OVER

64-015 Consider rezoning property located at 3300 Knollwood Drive from R-1 and B-1 to R-3 (sponsored by Councilmember Woods).

64-022 Consider a Conditional Use Permit for property located at 2411 Venetia Road (sponsored by Councilmember Reynolds).

64-023 Amend Article 5, Section 64-5-4.C.2. and Section 64-5-4.D., "Neighborhood Meetings", of the Unified Development Code (sponsored by Mayor Stimpson).

64-024 Amend Section 64-3-12, "Parking and Loading", of the Unified Development Code (sponsored by Mayor Stimpson).

64-025 Amend Section 64-8-2, "Lot of Record", of the Unified Development Code (sponsored by Mayor Stimpson).

64-026 Amend Section 64-5-8, "Previously Approved Planning Approvals and Planned Unit Developments", of the Unified Development Code (sponsored by Mayor Stimpson).

64-027 Amend "Recording and Recordkeeping" requirements of Sections 64-5-5, 64-5-6, and 64-5-7 of the Unified Development Code (sponsored by Mayor Stimpson).

64-028 Amend Section 64-5-8.1, "Terminating a Previously Approved Planned Unit Development", of the Unified Development Code (sponsored by Mayor Stimpson).

11. CONSENT RESOLUTIONS HELD OVER

40-528 Declare the structure at 1213 Chinquapin Street, f/k/a Chinquepin Street, a public nuisance and order it demolished (sponsored by Councilmember Carroll).

12. RESOLUTIONS HELD OVER

01-761 Authorize Intergovernmental Agreement with Solid Waste Disposal Authority of Baldwin County, Alabama for environmental enforcement and management (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Public Safety Dept.).

01-762 Authorize Sole Source Agreement with First Transit, Inc. for transit management services (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

21-765 Authorize contract with McCrory & Williams, Inc. for construction engineering and inspection services for the Langan Stormwater Improvement Project; \$90,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

60-766 Authorize Settlement Agreement and Release of Claims; Mansilla (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-767 Authorize Settlement Agreement and Release of Claims; Valderrama (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-770 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Brothers Quick Mart; 1051 Dauphin Island Pkwy. (sponsored by Councilmember Small).

46-771 Honorarily rename the corner of First Avenue and Katie Street as "Honorary Deacon Samuel, Sr. and Mrs. Everlean Martin Way" (sponsored by Councilmember Penn).

58-772 Assess costs for removal of weeds, Repeat Weed Lien Group 83.

58-773 Assess costs for removal of weeds, Repeat Weed Lien Group 87.

60-774 Determine an appropriation to Boy Scouts of America, Mobile Area Council Serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-775 Determine an appropriation to Boy Scouts of America, Mobile Area Council Serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-776 Determine an appropriation to Boy Scouts of America, Mobile Area Council Serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-777 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-778 Determine an appropriation to Opportunity 4 Entertainers & Performing Arts serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

14. CIP RESOLUTIONS INTRODUCED

09-779 Transfer funds from Capital Project Signal Detection Citywide to Grant Project Traffic Signal Upgrades on State and Local Routes; \$140,283.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-780 Authorize contract with Harwell & Company, LLC for preparation of site work at Pinehill Recycling Center; \$83,550.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-781 Authorize Agreements to accept Fee Simple Right-of-Way Deed and Temporary Construction Easement for property located at 3661 Dauphin Street; \$17,698.00 (sponsored by Councilmembers Penn, Daves, & Gregory, and Mayor Stimpson) (submitted by Nick Amberger, Engineering and Infrastructure & Carleen Stout-Clark, REAM Dept.).

01-782 Authorize Agreement with CrowderGulf, LLC to provide post-disaster debris removal services (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

08-783 Approve purchase order to Carahsoft for annual renewal of Concur Travel Management Software; \$18,477.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-784 Approve purchase order to NexGen Asset Management for software programming to integrate fuel management software; \$57,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-785 Approve purchase order to Tracer Drone Technologies, LLC for drone with camera and batteries for Gulf Coast Technology Center; \$27,969.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-786 Approve purchase order to Tracer Drone Technologies, LLC for drones with cameras for MPD; \$48,738.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-787 Authorize Change Orders, Nos. 3 and 4 with Sabre Demolition Corporation for Civic Center New Construction and Demo; \$540,100.73 increase (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Nick Amberger, Infrastructure and Engineering).

21-788 Authorize contract with Amerson Roofing, Inc. for 311 Call Center re-roofing; \$95,343.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

01-790 Authorize Agreement with AAA United States, Inc. and Mobile County for assistance in funding a workforce training facility (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-791 Authorize Loan Agreement with James W. Buffett Declaration of Trust 1990 for creation of exhibit (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-789 Call for public hearing to consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service (scheduled for June 17, 2025).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 8:00 a.m. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Kim Hall

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-367-6745 Cell Number: 251-367-6745

Organization (if applicable) _____

Mailing Address of Applicant 2051 Clemente Court Mobile, AL 36617

Telephone No. 251-367-6745 E-mail address Kimhall185@yahoo.com

Location or address of event where amplification will be used:

2051 Clemente Court Mobile, AL 36617

Date of Event: 6/7/25 Starting Time: 4:00pm Ending Time: 10:00pm

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

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

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

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Name of Applicant: Kennedy Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-392-1680 Cell Number: 251-392-1680

Organization (if applicable) _____

Mailing Address of Applicant 900 Delmar dr mobile AL 36606

Telephone No. 251-392-1680 E-mail address AminCook2024@gmail.com

Location or address of event where amplification will be used:

2648 greenback dr Mobile AL 36617

Date of Event: June 6, 2025 Starting Time: 10:00 am Ending Time 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Birthday Party

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

Music containing obscene language or profanity is prohibited

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



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Name of Applicant: LYKISKA ADAMS

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2515099447 Cell Number: _____

Organization (if applicable) NA

Mailing Address of Applicant 2377 PHILSDALE LN E

Telephone No. 2515099447 E-mail address LYKISKAADAMS@YAHOO.COM

Location or address of event where amplification will be used:

2666 ESAU AVE MOBILE, AL 36617

Date of Event: 07/26/25 Starting Time: 3:00p Ending Time 7:00p

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

Type of Event: FAMILY DAY

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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Name of Applicant: Maura Mandylek
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 706-201-1201

Organization (if applicable) Indivisible Mobile

Mailing Address of Applicant 2756 Brevard Dr. Mobile

Telephone No. 36606 E-mail address mbmandylek@

Location or address of event where amplification will be used: gmail.com

~~Bienville Square~~ Spanish Plaza

Date of Event: 6/14/25 Starting Time: 12:00pm Ending Time: 1:30pm.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Political rally

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Jason Nettles
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-366-1539 Cell Number: 251-366-1539

Organization (if applicable) New Harvest Ministry

Mailing Address of Applicant 7710 Bedford Ct Mobile, AL 36695

Telephone No. 251-366-1539 E-mail address jasonnettles@att.net

Location or address of event where amplification will be used:

Mardi Gras Park 104-148 S Royal St Mobile, AL 36602

Date of Event: 10-4-25 Starting Time: 10AM Ending Time 2pm

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

Type of Event: BBQ Cook off Fundraiser

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

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Name of Applicant: Leo Ferreira

PLEASE PRINT ALL INFORMATION

Home Phone Number: Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 10/10/25 Starting Time: 5pm Ending Time 9pm

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Leo Ferriera

PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 11/14/25 Starting Time: 5p Ending Time 9p

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Leo Ferriera

PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 12/12/25 Starting Time: 5p Ending Time 9p

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

DA

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Name of Applicant: Darryl D. Cheese
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-463-8610

Organization (if applicable) Church of Divine Restoration

Mailing Address of Applicant 3315 Dauphin Island PKWY

Telephone No. 251-463-8610 E-mail address ydcheese13@gmail.com

Location or address of event where amplification will be used:

3315 Dauphin Island PKWY

Date of Event: 6-16 & 6-19 Starting Time: 2:00 pm Ending Time: 9:30 pm, 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Revival (Church Service)

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

Music containing obscene language or profanity is prohibited

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 3300 Knollwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2025**, a public hearing will be held on the **8th** day of **April**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 3300 Knollwood Drive from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Josh Woods

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

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

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-3, Multi-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;* and, 4. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of April, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 12th day of March, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3300 Knollwood Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in R-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code; and, 4. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Josh Woods

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

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

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-3, Multi-Family Residential Suburban District**, provided,

however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in aa **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: **1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*; and, 4. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

GK Land Holdings, LLC
(Jerry Byrd, Byrd Surveying, Inc., Agent)
3300 Knollwood Drive
Council District 6
Josh Woods



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

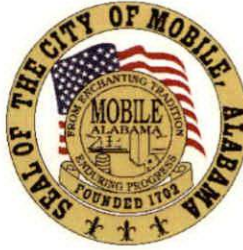
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027





THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

February 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **GK Land Holdings, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, for the property located at **3300 Knollwood Drive**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive
ZON-UDC-003210-2025
The Knollwood Place, First Addition
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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

After discussion, the Planning Commission determined that the following criteria prevail to support rezoning of the property to **R-3, Multi-Family Residential Suburban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to **R-3, Multi-Family Residential Suburban District**, subject to the following conditions:

ZON-UDC-003210-2025 GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
February 21, 2025

1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant;
2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court;
3. Subject to completion of a Traffic Impact Study; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$423.32**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL JR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3330 KNOLLWOOD DRIVE.

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

JERRY BYRD AT BYRD SURVEYING
Designee (1)

bvrd@surveying.biz
Email

251-476-5010
Phone Number

CASEY PIPES
Designee (2)

icp@helmsinglaw.com
Email

251-432-5521
Phone Number

Clarence Ball Jr
Signature of Company Owner

2-14-23
Date



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily on the day the same bears date.

Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027



SUPPLEMENTAL JUSTIFICATION TO REZONING APPLICATION

The site is being subdivided to merge two parcels together that have different zoning classifications, so a rezoning is required to create a unified zoning district.

The Future Land Use Map has two different designations for the two portions of this property. One is Mixed Density Residential, and the other is Mixed Commercial Corridor. According to the City's own comprehensive plan, the requested R-3 zoning district is the most compatible zoning district for this property.

The proposed development is seeking a density of only 3.5 units per acre, which is far less than allowed by code, and even is far less than the density of the single-family neighborhood immediately to the West of the subject property. We are filing herewith a voluntary use restriction to limit the density on this site to no more than 3.5 units per acre as a condition of this rezoning.

Further, the proposed protection buffer between the proposed multi-family development and the neighboring single-family development is, at a minimum 100' which is far in excess of the protection buffer that would be required between industrial and residential properties.



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**

Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☐ **Planned Development**

Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Printed February 11, 2016

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-433-9801	
Email:		
Address:	1 SOUTHERN WAY, MOBILE 36619	

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

3300 KNOLLWOOD DRIVE
 Property Address
 KEY #01470544 & #01742092
 Parcel Number(s) or Key Number(s)
 R-1 & B-1
 Present Zoning or Transect District

747674 SF
 Property Area (acres or square feet)
 R-3 (SUBURBAN)
 Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Clarence Ball
 Owner Signature

1-16-2025
 Date

Kari P. Giv
 Applicant or Agent Signature (if applicable)

1/16/2025
 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kari P. Giv
 Applicant or Agent Signature

1/16/2025
 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm, Wednesday: 8 am – 1 pm

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THIS AREA OF KNOLLWOOD DRIVE HAS MANY B-1 PROPERTIES THAT HAVE FAILED TO DEVELOP. AN R-3 RESIDENTIAL DEVELOPMENT MAY CREATE B-2 DEVELOPMENT.

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2016

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

1. Describe the current development trends in the area of the property.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Rev. 2-2019



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3300 KNOLLWOOD DRIVE.

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

BYRD SURVEYING

Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Clarence Ball
Signature of Company Owner

1-16-2025
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2014

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

1. Describe the current development trends in the area of the property.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

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

N/A

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2024

LEGAL DESCRIPTION:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

B-1 ZONING

THE WOODLANDS AT THE PRESERVE
(MB 110 PG. 11)

R-1 ZONING

B-1 ZONING
PROPOSED R-3

R-1 ZONING
PROPOSED R-3

RBF
(5/8")

N 00°16'02" E 786.33'

651.40'

(R&C)

CRP

(24)

(23)

(22)

(21)

(20)

(19)

(18)

(17)

(16)

(15)

(14)

(13)

(12)

(11)

(10)

CTF

(1)

(2)

UNDEVELOPED

100' MINIMUM BUILDING SETBACK

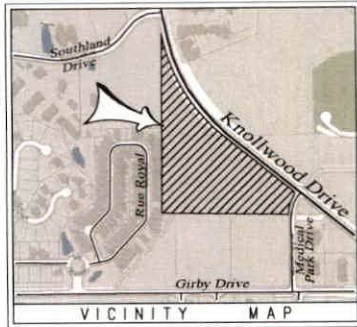
17.164 AC.±
747,874 S.F.±

2A/2B

Knollwood Drive

LEGEND

UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM	37 UNITS
UNIT 'Ahc' - TWO BEDROOM - HANDICAP	2 UNITS
UNIT 'Aa1' - TWO BEDROOM - SENSORY	1 UNIT
UNIT 'B' - THREE BEDROOM	18 UNITS
UNIT 'Bhc' - THREE BEDROOM - HANDICAP	1 UNIT
UNIT 'Bs1' - THREE BEDROOM - SENSORY	1 UNIT
TOTAL UNITS	60 UNITS
PARKING SPACES:	30
GARAGE PARKING SPACES:	60
DRIVEWAY PARKING SPACES:	60
TOTAL PARKING SPACES:	150
SITE AREA:	17.16 ACRES±



REZONING FOR KNOLLWOOD ACTIVE ADULT COMMUNITY

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 80'
23BS420

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JANUARY 15, 2024

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,



Gerald D. Byrd
GDB/kpg



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 2/3/2025

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

Neighborhood Meeting Date: JAN. 30, 2025

Neighborhood Meeting Time: 4:15 PM

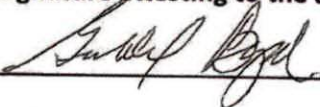
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

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

- ☐ Dated photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ☒ Additional documents (Describe: EXISTING STORM WATER FLOW, LOT DENSITY OF ADJACENT SUBDIVISION, EXISTING ZONING MAP, BUILDING REQUIREMENTS IN R-1, R-3 & B-1)

Applicant's Name: GERALD D. BYRD
(First Name & Last Name)

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

X  Date: 1/31/2025

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

Neighborhood Meeting

Date: JAN 30, 2025

Time: 4:15 PM

Location of Neighborhood Meeting: _____

ALTA POINTE, 5750 SOUTHLAND DRIVE, MOBILE

Project Location: 3300 KNOWLEDGE DRIVE

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

B-1 AND R-1 TO R-3

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

X [Signature] Date: 1/30/2025

Please Sign In:

Name: Phil GABRIEL Email: contactdxd@aol.com

Address: 3492 RUE ROYAL Phone: 251-545-9394

Name: Chadwick Bourque Email: ChadwickBourque@gmail.com

Address: 3621 Vista Ridge Dr. W. Mobile, AL 36693 Phone: 251-895-5692

Name: TERRY STEWART Email: terry5626@hotmail.com

Address: 3000 FREDRICKSBURG CT Phone: 251-654-1024

Name: Chris & Veronica Harris Email: Charris6@wi.rr.com

Address: 3512 RUE ROYAL Phone: (262) 672-8141

Neighborhood Meeting Sign-In Sheet

Date: Jan 30, 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA POINTE
 Application(s): _____

Name: Carlos & Vivian Thompson Email: putt4shd@aol.com
 Address: 3451 Rue Royal Phone: (251) 266-8691

Name: Chris & Suzan Touchton Email: suzant2010@hotmail.com
 Address: 3484 Rue Royal Phone: (205) 706-3281

Name: John & Dee Carlisle Email: JLcarlie@bellsouth.net
 Address: 2904 Blue Ridge Dr. Phone: 251-725-3639

Name: Joe J. Brown Email: _____
 Address: 2912 Blue Ridge Dr E Phone: 251-288-7310

Name: Gynthia Byrd Email: chyed2900@gmail.com
 Address: 2900 Blue Ridge Dr. E 36693 Phone: 251-753-5292

Name: Susan Jones Email: SCMJAL@gmail.com
 Address: 3968 Rue Royal Phone: 480-250-1440

Name: Meredith & Jessice Smith Email: jsmith1025@hotmail.com
 Address: 5908 Blue Ridge Dr. N Phone: 251-510-0347

Name: Rick Salmon Email: SALFAM084@earthlink.net
 Address: 5801 Blue Ridge Dr. south Phone: 916-606-3851
Mobile, AL 36693

Neighborhood Meeting Sign-In Sheet

Date: Jan 30 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA Pointe
 Application(s): _____

Name: Angela + Edward Pischek Email: angedmoki@gmail.com
 Address: 5805 Appomattox Ct. Phone: (251) 402-6837
Mobile, AL 36693 (251) 767-5309

Name: Ben Reynolds Email: council4@cityofmobile.org
 Address: 3908 St Andrews loop E Phone: _____

Name: Alton MAIER Email: MAIERchip@gmail.com
 Address: 3009 Blue Ridge Dr E Phone: 251 5917601

Name: Robert Sparks Email: RWSPARKS@Bellsouth.net
 Address: 3404 Rue Royal Phone: 251-605-8527

Name: Jack McCaskill Email: jack-mccaskill@yahoo.com
 Address: 3463 Rue Royal Phone: 901-351-1838

Name: PAULUS A. BULLOCK Email: BIL2BUL@gmail.com
 Name: WILLIAM BULLOCK Email: bbullock
 Address: 3440 RUE ROYAL Phone: 251-454-2751

Name: Thomas + Debbie Dondayko Email: dondayko@comcast.net
 Address: 3608 Vista Ridge Dr. W Mobile Phone: 251 583 4667

Name: Lori D SCHNEIDER Email: lorischneider269@gmail.com
 Address: 3620 VISTA RIDGE DR. WEST Phone: 251-802-~~2009~~ 0009

Neighborhood Meeting Sign-in Sheet

Date: Apr 30, 2015

Applicant: GR LAND HOLDINGS LLC

Meeting Location: Acra Pointe

Application(s):

Name: Gary Olsen Address: 3476 Rue Royal Email: golsen@yahoo.com Phone: 251-979-4086

Name: Sarah Heintz Address: 3005 Alexandra Ct. Email: sarah_heintz@aol.com Phone: _____

Name: Cindy Cazals Address: 3475 Rue Royal Email: cindycazals@gmail.com Phone: _____

Name: Walter Cazals Address: 3475 Rue Royal Email: walter_cazals@hofuaid.com Phone: _____

Name: Barbara "Jane" Jones Address: 3444 Rue Royal Email: Freteville12@bellsouth.net Phone: 251-955-5489

Name: Barbara "Jane" Jones Address: 3432 Rue Royal Email: bjanekemke@gmail.com Phone: 251-342-0728

Name: Ronnie Gwen Hatcher Address: _____ Email: ronniehatcher@gmail.com Phone: _____

Name: Chris Touchton Address: 3484 Rue Royal Email: ctouchton@bellsouth.net Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 1/30/2025
Applicant: SK LAND HOLDINGS INC

Meeting Location: ALTA POINTE
Application(s): _____

Name: Paul Baldwin Email: 5baldwin@bellsouth.net
Address: 3103 James Madison Dr. E Phone: 251-622-3567

Name: HARRIS PORTER Email: HARRISGPORTRER@GMAIL.COM
Address: 5603 JAMES MADISON DR N Phone: 251-643-8511

Name: Ronald Moore Email: ronaldgma@yahoo.com
Address: 3419 Rue Royal Phone: 251-653-0747

Name: Djuana Moore Email: smoore@mobilechristian.org
Address: 3419 Rue Royal Mobile 36693 Phone: 251.599.2038

Name: Mary Ann Pursel Email: Bunny.Pursel@gmail.com
Address: 3407 Rue Royal Phone: 256-682-2455

Name: Bick & Joy Email: FlorenceBick@yahoo.com
Address: 3436 Rue Royal 36693 Phone: _____

Name: Justin Maxie Email: Justinmaxie9@gmail.com
Address: 3917 Medford Drive East Phone: 251-366-6312
251-487-0470

Name: Robin Crusse Email: robincrusse@yahoo.com
Address: 3576 Rue Royal Phone: 251 753 3550

Cheryl, wife
3456 Rue Royal
Mobile, AL 36693
cwhite@mobile.rr.com

Katelin Shea Howell
5817 Blue Ridge Dr S
Mobile, AL 36693
kateinhowell08@gmail.com

Michelle Crowe
5835 Blue Ridge Dr S
Mobile, AL 36693
ismichellecrowe@gmail.com
(951) 422-2059

Kurt Young
300 Alexandria Ct
Mobile, AL 36693
kutyong@outlook.com
859-547-9603

Clint & Kristal Guthrie
3521 Rue Royal
Mobile, AL 36693
kristalspeller3521@gmail.com

Allison Chung
3516 Rue Royal
Mobile, AL 36693
lilhuu2@gmail.com

Christina Roeder
3013 Blue Ridge Dr E
Mobile, AL 36693
cchröder@gmail.com

Jack & Janine Brunet
5912 Couton DR
Mobile AL 36693

jbrunet5878@comcast.net
251-341-0751

Eileen Becker
5755 Mal Dr.
Mobile AL 36693

rwbturtle@aol.com
251-454-5912

Raymond & Diana Haynes
5716 Blue Ridge Dr N
Mobile, AL 36693

dh301@bellsouth.net
251-666-8733

John Chieh
5770 Rue conti
Mobile, AL 36693

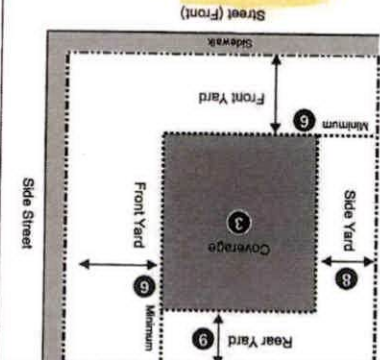
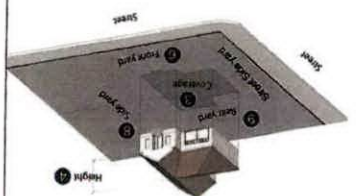
Jnsch2000@yahoo.com
251-366-1835

6

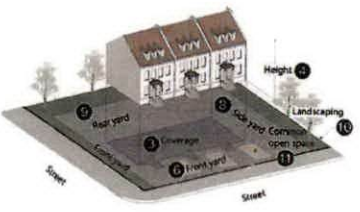
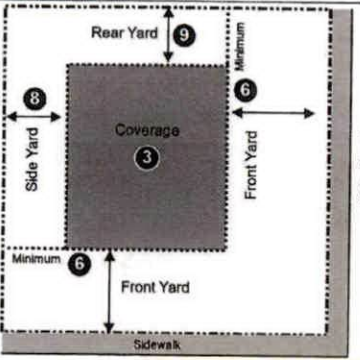
Article 2 Zoning Districts

R-1

District →		Urban R-1	Suburban R-1	Conservation R-1
1	Lot area (minimum)	6,000 square feet	7,200 square feet	Not Applicable
2	Density (maximum)	1 dwelling / lot	1 dwelling / lot	6 dwelling units / acre
3	Coverage (maximum)	50%	35%	75% per individual dwelling lot
4	Height (maximum)	35 feet	35 feet	35 feet
5	Building Size (maximum)	Not Applicable	Not Applicable	Not Applicable
6	Front Yard (minimum)	5 feet	25 feet	5 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	5 feet	5 feet
9	Rear Yard (minimum)	5 feet	8 feet	5 feet
10	Landscaping percent (minimum)	Not Applicable	Not Applicable	Not Applicable
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable	Sufficient to protect natural resource(s)
12	Common Civic Space (minimum)	Not Applicable	Not Applicable	Not Applicable



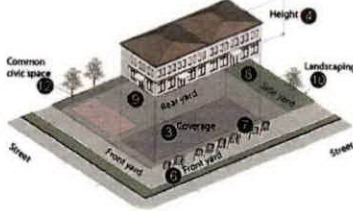
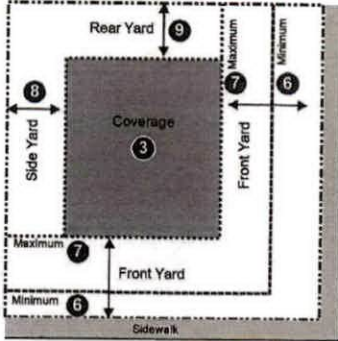
R-3

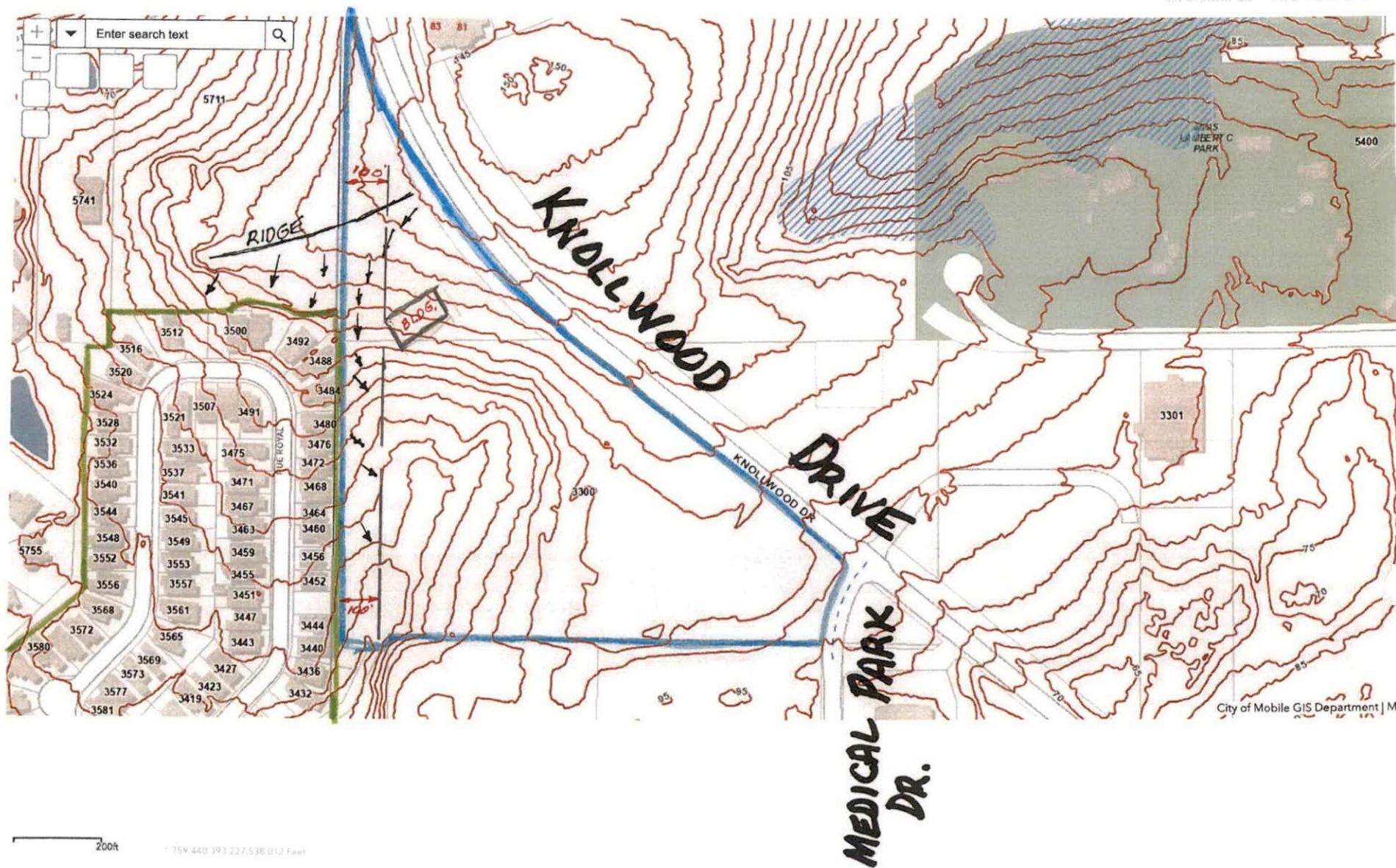
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	10 feet
9	Rear Yard (minimum)	5 feet	10 feet
10	Landscaping percent (minimum)	10%	15%
11	Common Open Space per dwelling unit	100 sf	700 sf
12	Common Civic Space (minimum)	Not Applicable	Not Applicable

PROPOSED SITE IS 17.16 AC X 25 UNITS/AC = 429 UNITS

Article 2 Zoning Districts

B-1

			
District		Street (Front)	
		B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	45 feet	Not Applicable
8	Side Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
9	Rear Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
10	Landscaping percent (minimum)	5%	15%
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable
12	Common Civic Space (minimum)	4%	Not Applicable



January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

NEIGHBORHOOD MEETING FOR THE KNOLLWOOD PLACE, FIRST ADDITION REZONING

JANUARY 30, 2025 – 4:15 P.M. – ALTA POINTE

THE MEETING BEGAN AT 4:20 P.M. WITH 60 NEIGHBORS IN ATTENDANCE. I EXPLAINED THE PROPOSAL AND HAD A SITE PLAN AND BUILDING ELEVATIONS. ADDITIONAL EXHIBITS WERE THE EXISTING STORM WATER FLOW, EXISTING ZONING MAP OF THE AREA, LOT DENSITY OF ADJACENT SUBDIVISION, AND BUILDING REQUIREMENTS FOR R-1, R-3, AND B-1.

TOPICS DISCUSSED WHEN MEETING WAS OPENED TO QUESTIONS:

1. THE NEIGHBORS DO NOT WANT R-3 ZONING EVEN THOUGH THIS DEVELOPMENT IS RESTRICTED TO ADULTS 55 YEARS OLD OR OLDER AND NO CHILDREN ARE ALLOWED AS RESIDENTS.
2. THE APARTMENT RENTAL RATE WILL BE INCOME ADJUSTED AND THE NEIGHBORS QUICKLY MENTIONED "SECTION 8" HOUSING. I COULD NOT ADDRESS THOSE ISSUES NOT KNOWING THE QUALIFICATIONS FOR APPLYING, BUT DID EXPLAIN THE RENT WOULD BE \$800 - \$1000 PER MONTH.
3. SEVERAL OWNERS STATED THEY HAD STORM WATER RUNNING INTO THEIR YARDS AT PRESENT AND USING THE EXHIBIT I EXPLAINED THEIR WATER PROBLEMS DO NOT COME FROM THIS PROPERTY. I ALSO EXPLAINED THAT ALL INCREASED RUNOFF FROM BUILDINGS AND PAVEMENT WILL BE ROUTED INTO A DETENTION POND AND RELEASED AT THE EXISTING RATE. I ALSO EXPLAINED THAT THE ENGINEERING SITE PLAN AND DRAINAGE CALCULATIONS WILL BE REVIEWED AND APPROVED BY CITY ENGINEERING.
4. THERE WAS DISCUSSION CONCERNING EXISTING TRAFFIC ON KNOLLWOOD DRIVE AND GIRBY ROAD. I DIRECTED THEIR CONCERNS TO BEN REYNOLDS AND JOSH WOODS WHO WERE IN ATTENDANCE AT THAT TIME.
5. USING AN EXHIBIT, I EXPLAINED TWO AREAS OF THEIR SUBDIVISION HAD 4 LOTS PER ACRE AND 5 ½ LOTS PER ACRE. IN COMPARISON, OUR DEVELOPMENT WOULD HAVE 3 ½ UNITS PER ACRE ALTHOUGH THE MAXIMUM NUMBER OF UNITS ALLOWED IS 25 UNITS PER ACRE. OUR PROPERTY IS 17.16 ACRES WHICH WOULD ALLOW 429 UNITS.

AFTER NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 5:30 P.M.

GERALD D. BYRD

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC
1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

Gary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: *OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).*

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name] - *Yohannes Bekele*

[Your email address] *zeru-aragaw51@gmail.com*

5758 Roe Gault Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 · planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name] PULAK RANJAN DE (Pulak Ranjan De)

[Your email address]

Pulak_ranjan_de@yahoo.com

*5755 Rue Conti
Mobile, AL 36693*

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827. planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

LIPIKA DEY

5755 Rue Conti
Mobile, AL 36693
Lipika Dey

Lipikadey79@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-WDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,



CLINT GUTHRIE - HOA PRESIDENT, THE PRESERVE

3521 RUE ROYAL

MOBILE AL 36693

CLINTGUTHRIE@YAHOO.COM

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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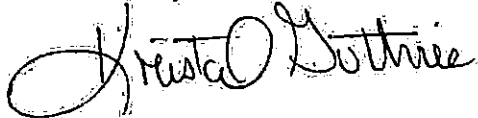
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Thank you for your attention to this matter.

Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalgu3@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris & Veronica Harris 3512 Rue Royal Veronica Harris
charris6@wi.rr.com Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)



scujal@gmail.com

3568 Roe Royal Mobile, AL 36693

Mobile City Planning Commission, (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 - planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Sherry B. May
3488 Rue Royale
Mobile, AL 36693

Proposed Rezoning of 3300 Knollwood Drive on 2/20/25

From Jack McCaskill <jack_mccaskill@yahoo.com>

Date Tue 2/18/2025 9:40 PM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jack_mccaskill@yahoo.com. [Learn why this is important](#)

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

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

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Thank you for your attention to this matter.

Sincerely, Jack M MCCASKILL

3463 Rue Royal

Mobile, AL 36693

Email: jack_mccaskill@yahoo.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

Melville Sternberg, MD
STERNBERGM@YAHOO.COM

3472 Rue Royale Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

Carlos + Vivian Thompson

[Your email address]

putt4skob@aol.com

3451 Rue Royale
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827, Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Suzanne Loeckton
3484 Bee Royal
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris Lauchter
3484 Rue Royal
Mobile, AL 36693

Zoning Change Request for 3300 Knollwood Dr.

From gwann55@aol.com <gwann55@aol.com>

Date Tue 2/18/2025 5:10 PM

To Planning <planning@cityofmobile.org>

[Some people who received this message don't often get email from gwann55@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Hello,

I live in the Leesburg subdivision off Knollwood drive and would like to respectfully state my opposition to the requested zoning change from R1 to R3 for the property at 3300 Knollwood Drive. There are presently two multi-family properties on Knollwood and adding another will make exiting my neighborhood even more difficult than it is now. Traffic is already very difficult to merge into, even when making a right turn.

There are also several very well-kept established neighborhoods as well as Leesburg directly off Knollwood, and I would like to see another single-family home neighborhood developed on this property in order to maintain the integrity and value of these existing homes. We maintain our homes to keep their value current, and as they increase in value, we pay addition property taxes to support Mobile County.

Thank you for your consideration.

Sincerely,
Gary A Wanner
3001 Alexandria Court
Mobile, 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Kathy Brannon
3488 Rue Royal
Mobile, AL 36693

Proposed rezoning of 3300 Knollwood Drive on 2/20/25

From Allison Chung <lilhwn2@yahoo.com>
Date Mon 2/17/2025 8:36 PM
To Planning <planning@cityofmobile.org>

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Re: Feb 20, 2025 Agenda, Item #15, [SUB-003209-2025](#) & [ZON-UDC-003210-2025](#)

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is **home to bald eagles** and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

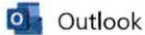
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Allison Chung

lilhwn2@yahoo.com



Outlook

3800 Knollwood Drive, zon-udc-003210-2025

From Robin Crusse <robincrusse@yahoo.com>

Date Sun 2/16/2025 10:21 PM

To Planning <planning@cityofmobile.org>

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ref: 29 January 2025 ltr; Mobile City Planning Commision Public Hearing

- 1) I own and reside in The Preserve Sub-division, adjacent to subject parcel.
- 2) The proposed rezoning and subsequent construction of 60 units in 15 quads on 17 acres will adversely affect our quality of life. The site is atop an incline next to the Preserve. There is a wooded wetland separating the two. The runoff from the proposed construction and parking areas runs onto Preserve single family residences. All residences require flood insurance,
- 3) The land was previously intended to build the Mitchell Cancer Institue but was not suitable due to springs and drainage,
- 4) Each unit will have a garage. The additional vehicle activity will increase the traffic volume on Medical Drive, Knollwood drive and Girby Road. Burns Middle School is located on Girby Road. Knollwood Drive and Girby Road are narrow 2 lane thorough fares with deep culverts running parallel. Medical drive is existing from Old Knollwood Hospital. The traffic flow is barely acceptable now and will be extremely dangerous with the extra vehicles.
- 5) Thank for considering these points that impact safety form increased traffic and water runoff

Robin E. Crusse
3576 Rue Royal
Mobile, Alabama, 36693

Proposed Rezoning at 3300 Knollwood Dr on 2/20/25

From Robin Elliott <trj1003@gmail.com>
Date Tue 2/18/2025 11:32 AM
To Planning <planning@cityofmobile.org>

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Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by Clarence M. Ball, Jr. and his company, Ball HealthCare Services, Inc. There are several reasons that I object to this project in our neighborhood.

First off, the negative impact it will have on our property values is of utmost importance. We've all worked hard to pay for and maintain the value of our homes in this area and the proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood which will bring property values down.

Secondly, the increase in traffic resulting from this proposed housing project is of great concern. We already have heavy traffic due to Burns Middle School and also a dangerous intersection at Knollwood and Girby. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

I'm greatly concerned about the environmental impact of the proposed development. The site is less than half a mile away from the Environmental Studies Center. This area has been a sanctuary for the beautiful animals and a secure habitat for them at the ESC. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. I've witnessed major issues with storm drainage since living in The Preserve for the past 7 years. In fact, I was unable to leave the neighborhood due to water flow after a storm. Girby Road actually collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) always results in additional drainage issues. Proceeding with rezoning without consideration of the negative impact for current residents and the impact on the ESC makes no sense. Any negative impact on the Environmental Studies Center would be a significant loss for both current and future generations. We have to preserve this beautiful, natural habitat.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Robin Elliott
3480 Rue Royal
Mobile, AL 36693
Trj1003@gmail.com



Outlook

Information For Stopping Zoning

From salfam0184@earthlink.net <salfam0184@earthlink.net>

Date Sat 2/15/2025 2:03 PM

To Planning <planning@cityofmobile.org>

Cc salfam0184@earthlink.net <salfam0184@earthlink.net>

Some people who received this message don't often get email from salfam0184@earthlink.net. [Learn why this is important](#)

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

Good afternoon, City of Mobile,

I'm curious who I need to voice my concerns to about a developer, Clarence Ball that wants to change the current zone of R1 to an R3 in a vacant lot on Knollwood Dr. From what I understand Mr. Ball would like to build 60 plus small homes to start with for 55 and over and have the rents subsidized with a form of Section 8 or government funding. Not only will this lower mine and my neighbor's current property value in the Leesburg neighborhood. It will also cause a lot of traffic congestion that this area does not need. Additionally, it will cost the City of Mobile tax revenue dollars should all of homes lose property value because of these homes. I know all too well what happens to neighborhoods and communities when these types of homes are allowed to penetrate upscale neighborhoods such as mine and surrounding neighborhoods on Knollwood Dr. **Please DO NOT turn this area into the ones that I left behind in Northern California. It's a disgrace what those idiot, corrupt politicians in that state have done.** I'm sure if Mr. Ball wants to build upscale homes that will not require any subsidizing most of the people in these neighborhoods would be all for it.

Sincerely
Rick C Salmon
916-606-3851 Mobile phone

February 17, 2025

COMMENTS RE: The Knollwood Place, First Addition

Carolyn J White
3456 Rue Royal
Mobile, AL. 36695

I know it is our responsibility to take care of the less than and ensure they have suitable safe housing,

Below are my concerns thus far:

1. Will a retaining wall be erected to slow water flow into preserve neighbor's yard?
 - a. Developer for the Preserve failed to put in proper drainage to redirect water from underground springs thus rendering properties constantly staying we, soil erosion.
2. Has the Corps of Engineers been contacted for Wetland permits or preservation?
3. New Flood Plain Maps since 1984 to show if area is in a flood zone
4. PERT (Percolation test) Assessment done to test the drainage of the soil and impact to surrounding neighborhood, the
5. NEPA (National Environment Policy Act) since this is being federally funded, should follow some federal regulations on wetlands, environmental disturbance and protection.
6. Traffic Impact Study – will intersection at Girby and Knollwood be widen and traffic lights put up.
7. Update to City website regarding underground springs – Preserve is surrounded by Underground springs causing extensive flooding and soil erosion throughout
8. Why is previous medical building still standing? What is the environmental impact if any?
9. Will the development Project Delivery Team involve or have a rep from neighborhood to ensure interests are adhered to thought construction, operation and maintenance life.

Thank you,
Carolyn J. White

Online Comments received for PC – February 20, 2025

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-01-30 01:08:08

I attended the community meeting held January 15. The Planning Application (pp. 16 onwards in the meeting document available here) was not presented to that meeting. In addition the summary of the meeting presented by the Developers to the City is grossly misleading and is totally inadequate. The meeting summary does not mention that the single plan circulated on paper at the community meeting was so small that it was almost unreadable and the Developers promised to send an electronic copy to all attendees that would be more easily readable; they have not yet done so. The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement as the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed minimum rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify many of their contentions such as that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters that the Developers stated at the meeting. There is no mention of the community request for a wall along the West side of the lots. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the City and the Developers refused to grant even that courtesy to the community. Finally the meeting summary does not mention that a vote was taken towards the end of the meeting after discussions and the Developers agreed at that time that it would be recorded in the meeting summary. I counted 24 attendees and my (unofficial) vote count was 24 against zero for zero abstain. This indicates strong community opposition to this development. Since the Developers explicitly agreed to include this vote in their meeting summary reported to the City its omission from the summary is a serious matter that the Developers should be asked to explain. In short the Developers clearly have no respect for the local community. They held this meeting only because they were required to but they presented almost no actual or credible information made wild statements of fantasy that they could not back with evidence made no effort to provide common courtesy (such as readable detailed plans or sight of their application or meeting summary prior to submission) to community members and have reported on the meeting inaccurately. Others may add further omissions from their summary. I asked the Developers to add my points to their summary before submission but it appears to have been already submitted to the City. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am completely unrelated (as far as I am aware) to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stephen Russell

sr62180@gmail.com

616 Shenandoah Rd W

2025-02-07 23:49:32

I live in Ridgefield Subdivision south of the planned development on East Drive. I oppose this change in zoning for the below reasons: 1. East Drive is a cut through street from Airport Blvd. through Ridgefield subdivision to Old Shell Rd. 2. Opening East Drive to a large apartment complex increases the traffic through our subdivision increasing likelihood for car accidents with the many children playing in and around the streets of the subdivision. 3. I have not seen a traffic study in the application.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Jessica Henderson

jnhenderson@gmail.com

6012 Shenandoah Rd. N.

2025-02-10 15:04:28

As a resident of Ridgefield I oppose this zoning change for the safety of the children in our neighborhood and our quality of life. Cut-through traffic from Airport blvd to Old Shell is already excessive. Additional multi-family housing will bring more. Ridgefield is a wonderful neighborhood for families. Please help us preserve it.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-14 01:05:49

Rezoning 162 & 186 East Dr R2 to R3 ZON-UDC-003166-2024 To announce the Community meeting the signage requirement from the City Meeting regulations (Article 5 Section 64-5-4 page 2) is

"One...sign...placed on the property per street frontage or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage)". For the lots in question there are two street frontages (Center Drive and East Drive) each 278 ft (see site plan). That is a total of 556 ft street frontage. Therefore two signs were needed. Only one sign was placed; on East Drive (see Meeting Documents filed). Many citizens use Center Drive and they were not made aware of this meeting as required. The City requirements for the meeting further state "Postal notices must contain the following information:...iv. Applicant or agent's valid phone number and email address." The postal notices sent to neighborhood residents (see copies filed with the Commission) contained neither phone number nor email address. The proposers were asked for their e-mail address at the Community meeting and they declined to tell the attendees. In addition the City requirements state "Postal Notification...required...no less than 15 days before the meeting". The meeting was held January 15; the original meeting notice although dated December 20 2024 was only delivered (bearing in mind the holiday postal delays) in January. The revised notice was dated January 2 2025 and postmarked January 3 2025 so the proposers are admitting that it was not sent out giving sufficient notice. In summary the Community meeting was not called in accordance with City requirements. If the proposers cannot follow simple rules for calling a meeting they clearly won't be able to follow complex and vitally important regulations regarding electrical safety gas safety road safety drainage fire safety environmental sustainability structural integrity hurricane resistance and countless other critical issues involved in construction. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Ryon Mcdermott**rmcdermott@southalabama.edu**6131 Pherin Woods Ct****2025-02-15 01:27:04**

These developers are not being straightforward with the existing residents. The documentation of the neighborhood meeting they have prepared for the city is not accurate. The Planning Application (pp. 16 onwards) was not presented at the meeting with residents on East Drive. In addition the report on the meeting is totally inadequate: it does not mention that a vote that was taken and the Developers agreed would be part of the meeting summary (I counted 24 attendees; my unofficial vote count was 24 against zero for zero abstain). It does not mention that the plan circulated on paper at the meeting was so small that it was almost unreadable and the Developers promised to send attendees an electronic copy that would be more easily readable (which they have not yet done). The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement since the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify their contentions which included that that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters which was stated at the meeting. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the city and the Developers refused to grant even that courtesy to the community. There is no mention of the community request for a wall along the West side of the proposed development. For all of these reasons I am deeply concerned about this development especially if a privacy wall is not constructed. I do not believe this development should move forward. We have a safe and peaceful community with many children and thus safety is paramount.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lauren Pritchett**laurenspritchett@gmail.com**6102 Pherin Woods Ct****2025-02-16 21:51:32**

Please stop messing with our neighborhood. The vape store was bad enough. Then full use of West for the apartments- when supposed to use Old Shell only. Makes residents want to move out. Thank you for considering.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

John Bridges

jbrdg1@bellsouth.net

6036 Sussex Dr

2025-02-18 02:05:52

The drawing submitted to the people at the meeting on this project had the location of the project on the east side of University Blvd when it is actually on the west side. This was stamped by a professional engineer. What can we expect from these people if they can't tell us where they are building?

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Miller Mosley

millermosley1@gmail.com

6126 Pherin Woods Ct

2025-02-18 20:53:43

As a neighborhood on Pherin Woods Court we do not want this to be built. This will effectively diminish our property values.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stefan & Tom Koerner

stefan.koerner@evonik.com

6098 Pherin Woods Ct.

2025-02-18 21:52:05

We completely disagree with the rezoning of the property.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Michelle DuBose Adams**michelleduboseadams@juno.com**6008 Ridgefield Place****2025-02-19 02:20:29**

Good evening Commissioner Woods This email comes to you in grave opposition to the application request for rezoning of property 186 and 162 East Drive from an R2 to R3 multifamily residential status. I urge you to consider the impact that the proposed change would bring to the already busy flow of traffic on East Drive. Even though East Drive is a relatively short street with single lane traffic flowing in each direction it is located between the USA Mitchell Center on the street's northern edge stretching toward the south into the Ridgefield subdivision. In addition to the traffic from the residences and through traffic there are currently already two apartment complexes a Kingdom Hall of Jehovah's Witnesses Islamic Center School and Mosque Mavis Discount Tires Peppermint Gelato Shop and a host of patio homes with some currently used a leased property. The property was converted from R1 to R2 zoning to accommodate family styled housing to which all nearby celebrated. Even the current apartment complex was aware of the negative impact upon the community landscape and closed off their property to flow out to Center Drive in order to minimize the impact of daily traffic within the community. Respectfully submitted Michelle DuBose Adams

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Charles Kraft**cksystem@bellsouth.net**5929 Windham Ct****2025-02-19 13:12:58**

The proposed development will create a traffic nightmare on East Drive and will lower the property values for all who live on East Drive. This is an ill conceived truly horrible plan. No consideration for current residents exist in this plan. Please do not allow this to happen.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Rodger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-19 14:38:26

I received from Ms. Tania Rizzuto a copy of the Neighborhood Meeting Summary for this proposal (available on your website) prepared by the Applicants. Very soon afterwards (22 minutes later the same day at 08:41 AM) I replied pointing out many serious shortcomings of the meeting summary as reported to the Commission in a comment I sent through the Commission's website earlier this month.* I requested that my comments be added to the Summary sent to the City (in fact the Summary may already have been sent to the City but the Applicants could have added an Addendum). Ms. Rizzuto replied copied to nbhasin@gmail.com (I assume that is one of the Applicants) the same day at 4:01pm. Her message in full is: "Hello" Thank you for reaching out with your questions and/or concerns. I want to assure you that your message has been received and someone will follow up with you shortly to address your inquiries." I am writing this comment to place on record that up to the present time I have not heard back from any of the Applicants. This follows a clear pattern established at the Neighborhood Meeting: these Applicants make many promises to try to placate Community criticism but never have any intention of actually following up on any of their promises. At the Neighborhood Meeting they made many promises to send attendees information later but they did not carry out those promises. It is regrettable that the Applicants did not submit a complete and accurate account of the Neighborhood Meeting and moreover ignored an attendee pointing out those misrepresentations. By behaving in such an unprofessional and unethical manner these Applicants are surely demonstrating that they are not fit to undertake this development and accordingly the rezoning request from these Applicants is not supportable. I respectfully and strongly urge the Commission to deny this request as the Applicants have repeatedly demonstrated their continued refusal to communicate in a professional and ethical manner with Community members. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods. *In brief the Applicants' Summary omits the meeting vote showing strong community opposition; it omits that the meeting felt that the siteplan circulated was too small to be readable and the developer promised to send a larger copy by e-mail which they have so far failed to do; it omits the finance details stated at the meeting; it omits the attendees' request for a copy of the proposal submitted which the Applicants denied; and it omits the community request for a wall along the West side of the lot.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

James Mark Swanzy

markswanzy@gmail.com

6139 Pherin Woods Ct

2025-02-19 15:32:53

I am opposed due to this property adjoining our subdivision as 4 to 6 recent rental property developments around our subdivision have all caused problems for the existing residence including additional traffic issues and pedestrian traffic crossing streets from these rental properties has increased near misses of vehicles hitting these pedestrians and reduced property value issues. So we are not opposing this development based on what might happen to our subdivision but what has happened in recent years and is happening presently. In the other 4 to 6 rental property developments the city never made these properties do what they said they were going to do like limit entrances to streets keep streets landscaping cut and edged border fencing maintained better lighting on streets etc. Old Shell can not handle more traffic from side streets with the volume multiple family/resident properties will allow. The proposed property developers talk about luxury apartments will be more expensive with better residents with credit scores above 800. First you can have a credit score of 800 and not be able to afford a luxury apartment. Second the proposed development has no green space pool or other amenities that does not sound like a luxury development to me. Due to the close proximity to the Uni. of South Alabama all these developers never charge the rents they say they always lower the rents for students to be able to afford these properties and then do not properly maintain them. Uni. of South Alabama just purchased the apartment complex at the corner of Old Shell Rd. and West Drive and they bought the old Morrison Nursery property on West Drive. Does Uni. of South Alabama plan to build more student housing on West Drive about 200 yards from the apartment complex they just purchased? Who knows? We do not feel it is right for the City to continue to change zoning from single family residential to multi-family among existing subdivisions. The apartment complex Uni. of South Alabama just purchased was approved as single family apartments with 300 parking spaces but the developer sold it as single bedroom rentals so four students to an apartment. That led to the developer needing 300 more parking spaces. They purchased the property across the street and built a parking lot which is against multiple city ordinances that state it would be dangerous to have parking lots across the street from the rental property. So we now have students wearing dark clothes wearing ear buds and walking out in front of vehicles on West Drive on a daily basis.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lisa & Jeff Beaverstock**jeff_beaverstock@alsd.uscourts.gov**6062 Brandy Run Rd S****2025-02-19 16:17:01**

We write today in opposition of the rezoning request for ZON-UDC-003166-2024 located at 162 and 186 East Drive. We attended the community meeting hosted by the developers at the University of South Alabama last month. The members of the community raised many concerns about the proposed rezoning application and the developers' intentions for the property. The developers' summary of the meeting submitted to the Commission does not accurately convey the sentiments expressed at the community meeting. The information provided by the developer was extremely limited and indicated the primary goal was to achieve the maximum occupancy allowed by the zoning regulations. The view of the community expressed by a vote of all present was decidedly against the project and the negative impact it would have on the surrounding neighborhood. We have lived in the Ridgefield subdivision for more than twenty years. Our neighborhood is quiet but has always had a problem with the volume of non-resident traffic cutting through our neighborhood from Airport Boulevard to the University of South Alabama. The requested zoning change and the proposed project will only exacerbate our traffic problem. To put it simply the requested rezoning would not constitute orderly development and would definitely not support the general welfare of the neighborhood. The proposed rezoning is inconsistent with the character of our neighborhood. We respectfully ask that you deny this rezoning application.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Renee Smith**reneeandshawn@yahoo.com**6040 Sussex Dr****2025-02-19 19:32:55**

Opposed to proposed rezoning from R2 to R3 :-Procedural problems: neighbors not notified or provided required information per Code.-Substantive problems: Proposal not consistent with surrounding development and is not appropriate or compatible with the current zoning classification; Proposer cites financial harm to himself as justification for his request for zoning change. This justification is inconsistent with the Unified Development Code (UDC) 64-5-5.E and does not have the objective of carrying out a sound stable and desirable development such as that originally proposed and approved when he acquired the land.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Alton Maier
maierchip@gmail.com
3009 Blue Ridge Dr E
2025-02-10 19:31:57

We do not need a project with that much population density added to this part of the city To much traffic as it is

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Stephanie Jones
jones@chbss.org
5612 James Madison Dr. N
2025-02-17 22:07:42

Please do not recommend that the old Knollwood Hospital property facing Knollwood Dr. be rezoned for apartments--even for people 55 and older. Chances are no agency would ensure the age or number of individuals living in each unit. Also the density of apartments on and very close to the Government St. end of Knollwood Dr. is already significant! An increase in traffic would mean more LOUD music and more BLASTING muffler sounds--especially late at night. Additionally more litter often comes with more traffic--and sometimes more crime with more people! Please help preserve the value and peace of the single-family homes that already exist in the proximity of the Knollwood Hospital property. Current apartment dwellers will also thank you for not increasing traffic noise litter and possible crime. Please vote NO on Agenda #15. Thank you!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Karlene Vesely
kwvesely@aol.com
5608 James Madison Dr N
2025-02-18 00:06:09

PLEASE! No more apartments on Knollwood. It's out of control traffic as it is now.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Charly Luellen
molulu@msn.com
5552 James Madison Dr N
2025-02-18 01:13:19

Thank you for giving me this opportunity to express my opinion. Our family (and neighbors!) Are **STRONGLY OPPOSED** to any more large developments in this area... we have already had instances of builders 'bait and switch'... saying they will build senior housing... then once it is rezoned they build apartments large subdivisions low-income housing etc... the infrastructure here can not handle another large development neither can the schools. And this is supposed to be a watershed area... they have been chopping away at it for years now. PLEASE I beg you to protect us Our investment our security and our **ENVIRONMENT..** please do not allow them to build any more apartments or subdivisions here! My family is ok with a reasonable **SENIORS ONLY** housing... but please make them guarantee this! Bait and switch is wrong. Thank you again for your time and the ability to give my opinion. Best wishes to you and yours.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Joan Gardner
jlgardner723@gmail.com
5550 James Madison Drive S
2025-02-18 15:14:20

Thank you for the opportunity to oppose the rezoning at 3300 Knollwood Drive. I have traffic concerns. There are already 3 existing apartment complexes within a mile or closer of this location - Sandpiper at Government Blvd. and Knollwood Dr. Woodside Apartments at Highway 90 and Landsdowne Drive and 61 Ninety West at Girby Road and Lloyd's Lane. Knollwood Drive already serves as a major south/north road and is heavily travelled - even on weekends. Please consider this from a safety standpoint and take into account the number of apartment complexes already in the area. Thank you.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

David Brock
davidbrock67@bellsouth.net
2908 Petersburg Ct
2025-02-18 17:22:05

I am against the rezoning of the property to R-3. The Crossings Sandpiper Longleaf Pines and Turtle Creek are all existing multi family properties in the immediate area. The traffic along Knollwood Dr and Girby Rd is already dense and cannot support yet another multi family property. This presents a danger to both automobile and pedestrian traffic. The impact of additional crowding of the the existing schools in the area should also be considered. Additionally there are numerous single family residential neighborhoods in the area whose property values will be negatively impacted by this rezoning. Thank you for considering by comments and your service on this Commission to ensure safe and sustainable growth in Mobile.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Jason Salzberg
jason@gordon-oaks.com
3145 Knollwood Dr
2025-02-18 19:30:17

Hello. My name is Jason Salzberg. I am the general manager at Gordon Oaks Senior assisted and Independent living at 3145 Knollwood Drive in Mobile AL.. As you can imagine it is very disheartening to see that the city is considering approval for a new building project called Knollwood place right around the corner from our campus. Our campus has 3 senior Independent living buildings totaling 90 units as well as an Assisted Living facility and a Nursing home. Allowing The Knollwood place to be built right in our back yard would be devastating for us and our residents. Please consider that Knollwood Healthcare Nursing home and the Gordon Oaks facilities have been established pillars of the area for many many years. We respectfully ask you not to approve the Knollwood Place project. Thanks so much. Jason

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Mary Dueitt
mbdueitt@bellsouth.net
3105 James Madison Dr W
2025-02-18 22:55:05

As a resident of Madison Place subdivision I am against apartment housing this close to the vicinity of my residence for fear of causing our property value to decrease

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:00:55

100% Categorically against the Planned Rezoning!!! The list of reasons is a mile long - but a few simple ones are the traffic on Knollwood the nearby retention pond and the simple destruction of a nice neighborhood area. Every person that I know that lives and owns land near this area is 100% against this change. We will NOT support this change and we will continue to oppose everyone and everything related to this change!!!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:05:13

Just wanted to make sure you got my last 100% against this change! Again...100% fully and completely against this change! NO Negative DO NOT DO IT - totally disagree - it's a terrible idea and we are ALL AGAINST IT!!!! We do NOT support this proposed change!!!!

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC

1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

ary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



Agenda Item # 15

SUB-003209-2025 & ZON-UDC-003210-2025

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

3300 Knollwood Drive

Subdivision Name:

The Knollwood Place, First Addition

Applicant / Agent:

Jerry Byrd, Byrd Surveying, Inc.

Property Owners:

GK Land Holdings, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District &
B-1, Buffer Business Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential
& Traditional Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-1 to R-3.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER <u>15</u>	DATE <u>February 20, 2025</u>	 NTS
APPLICANT <u>The Knollwood Place, First Addition</u>		
REQUEST <u>Subdivision, Rezoning from R-1 and B-1 to R-3</u>		

SITE HISTORY

Rezoning of the North portion of the site from R-A, Residence Agriculture District, to B-1, Buffer Business District, was adopted by City Council at its April 7, 1981, meeting.

The South portion of the site was recently recorded as Lot 1 of The Knollwood Place Subdivision, the plat for which was approved by the Planning Commission in April 2024 and subsequently recorded in Probate Court.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Revise NOTES #7 – Delete “...(FLIGHT 21 - #85)...”.
- C. Revise NOTES #7 – Revise “...LOT A – 100,000 SF.” to “LOT A – NONE.”
- D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Knollwood Drive, a major collector street requiring a 100-foot-wide right-of-way, and Medical Park Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The plat depicts a sufficient right-of-way widths along both streets, making additional dedication unnecessary.

A 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive was dedicated with the recording of the most recent subdivision and should be retained on the Final Plat, if approved.

The lot, as proposed, exceeds the minimum area requirements for lots served by public water and sanitary sewer in R-1 Suburban and B-1 Suburban districts, and it will exceed the same requirements for similar lots in an R-3 Suburban district if the rezoning request is approved. The lot's size is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; or provision of a table with the same information on the Final Plat will suffice.

The proposed lot meets the minimum 60-foot width requirement of Section 6.C.2(b)(2) of the Subdivision Regulations for residential lots located within the Suburban sub-district.

A 25-foot front yard setback is illustrated along Knollwood Drive and Medical Park Drive on the preliminary plat, in compliance with Section 5.C.2.(i) of the Subdivision Regulations, and Article 2, Section 64-2-7.E. of the Unified

Development Code (UDC), for lots in an R-3 Suburban district. If approved, this information should be retained on the Final Plat.

A 100-foot setback is illustrated where the site adjoins a single-family residential subdivision, to the West. This exceeds the applicable setback and protection buffer requirements of the UDC for lots in any zoning district. While side yard setbacks are not required to be depicted on a subdivision plat, provision of such a large setback may be acceptable to the property owner and the surrounding neighborhood to prevent development within at least 100 feet of the adjoining subdivision; however, the side yard setback may be removed from the plat prior to its recording in Probate Court.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-1. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-1. The applicant's justification for the rezoning can be viewed using the link on Page 1 of this report. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered by B-1 properties, to the North, East, South, and Northwest, only two (2) of which are developed. Properties to the Southwest are zoned R-1 and are all developed with single-family dwellings.

The site plan submitted with the rezoning application conceptualizes the construction of an apartment complex dedicated to housing elderly people, a use permitted by right in an R-3 Suburban district. The property is currently undeveloped, therefore, if approved, full compliance with the development standards of the UDC will be required and must be illustrated on all site plans submitted for review with the associated development permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Knollwood Drive (100 feet) and Medical Park Drive (50 feet) on the Final Plat;
2. Retention of the 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive;
3. Retention of the 25-foot minimum building setback line along both street frontages;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;

6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

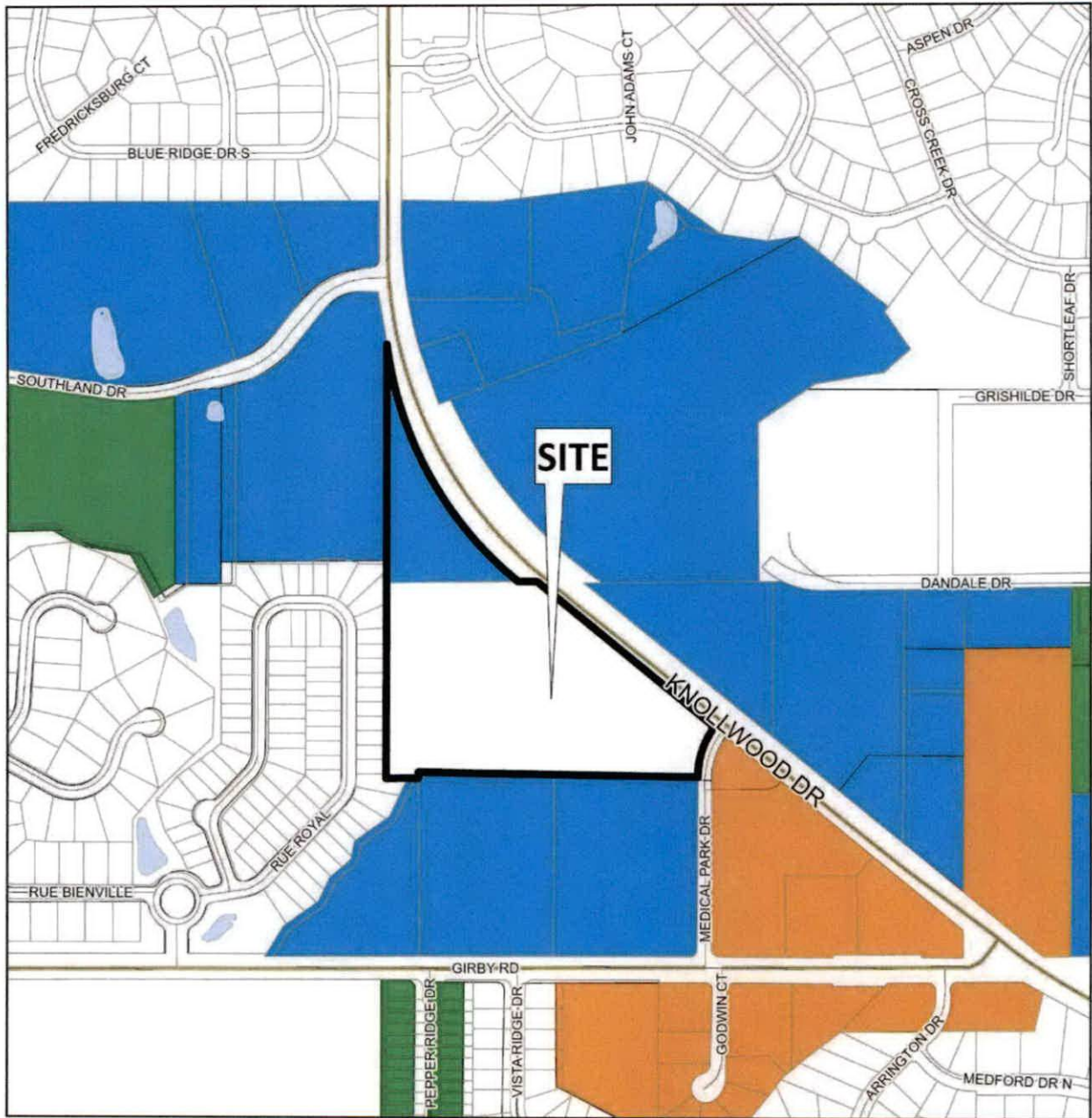
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

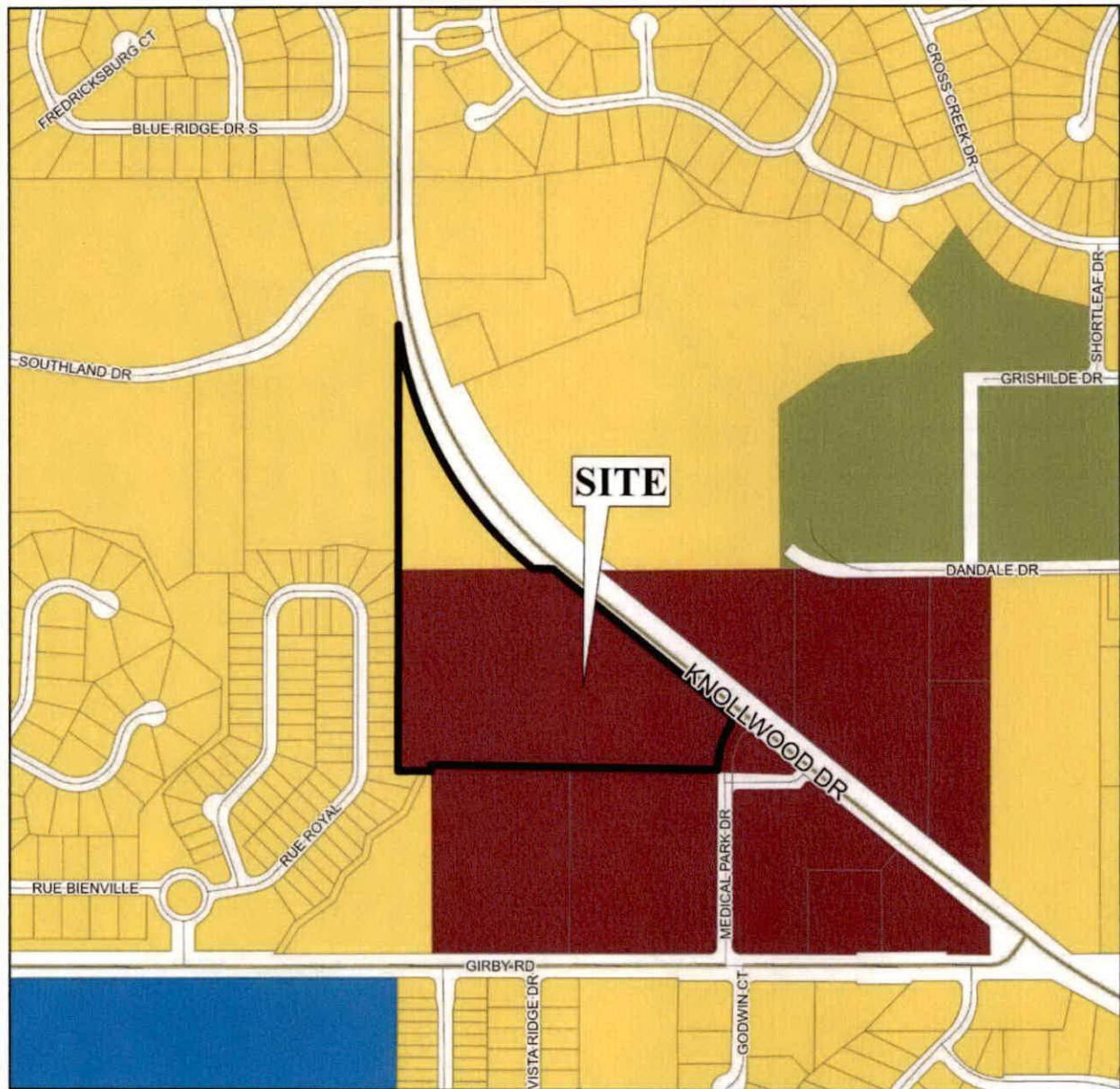
LOCATOR ZONING MAP



APPLICATION NUMBER	15	DATE	February 20, 2025
APPLICANT	The Knollwood Place, First Addition		
REQUEST	Subdivision, Rezoning from R-1 and B-1 to R-3		



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

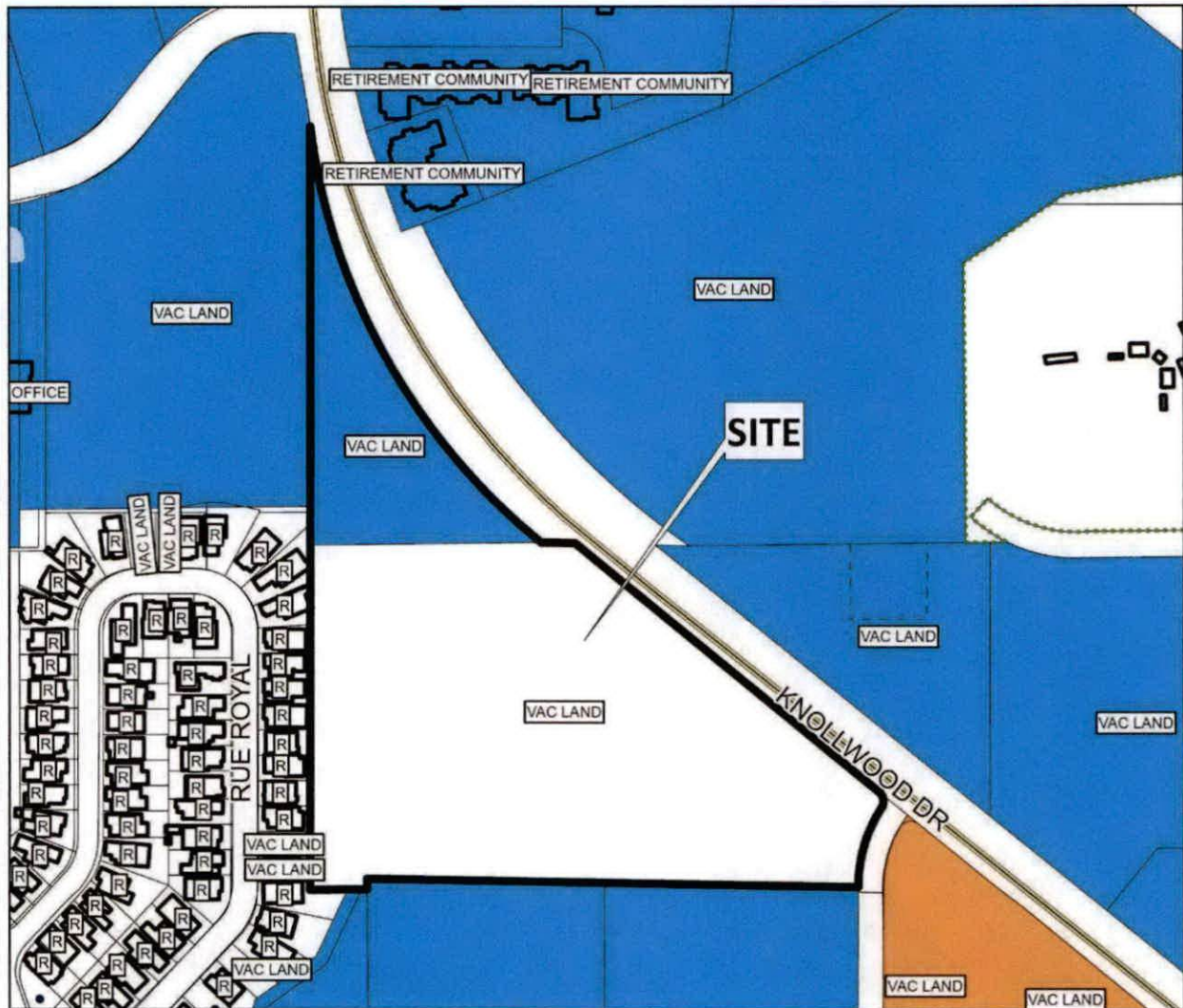
APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
| District Center | Mixed Commercial Corridor | Institutional | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025

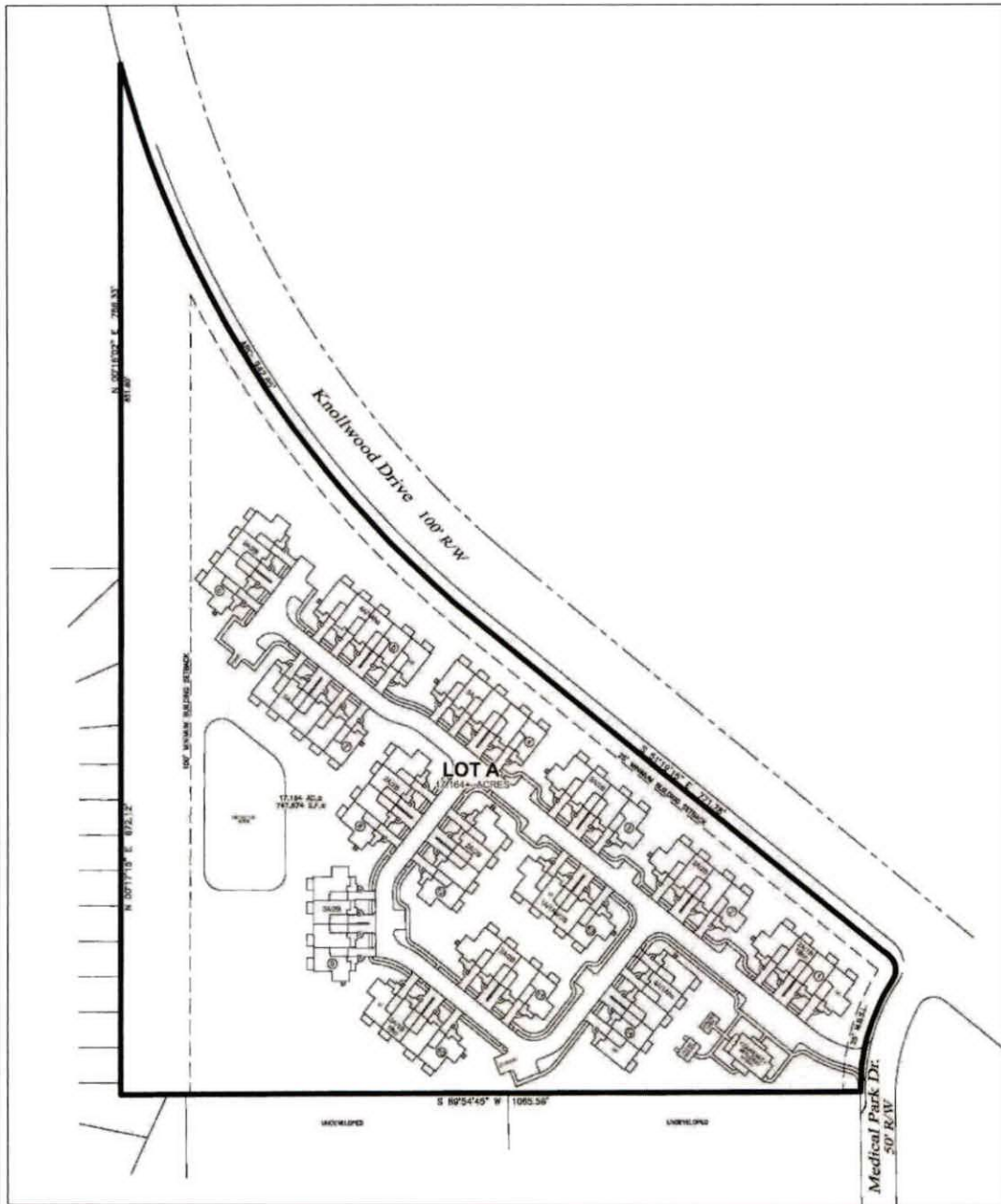
APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

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



SITE PLAN



The site plan illustrates the proposed buildings, setbacks, and drives.

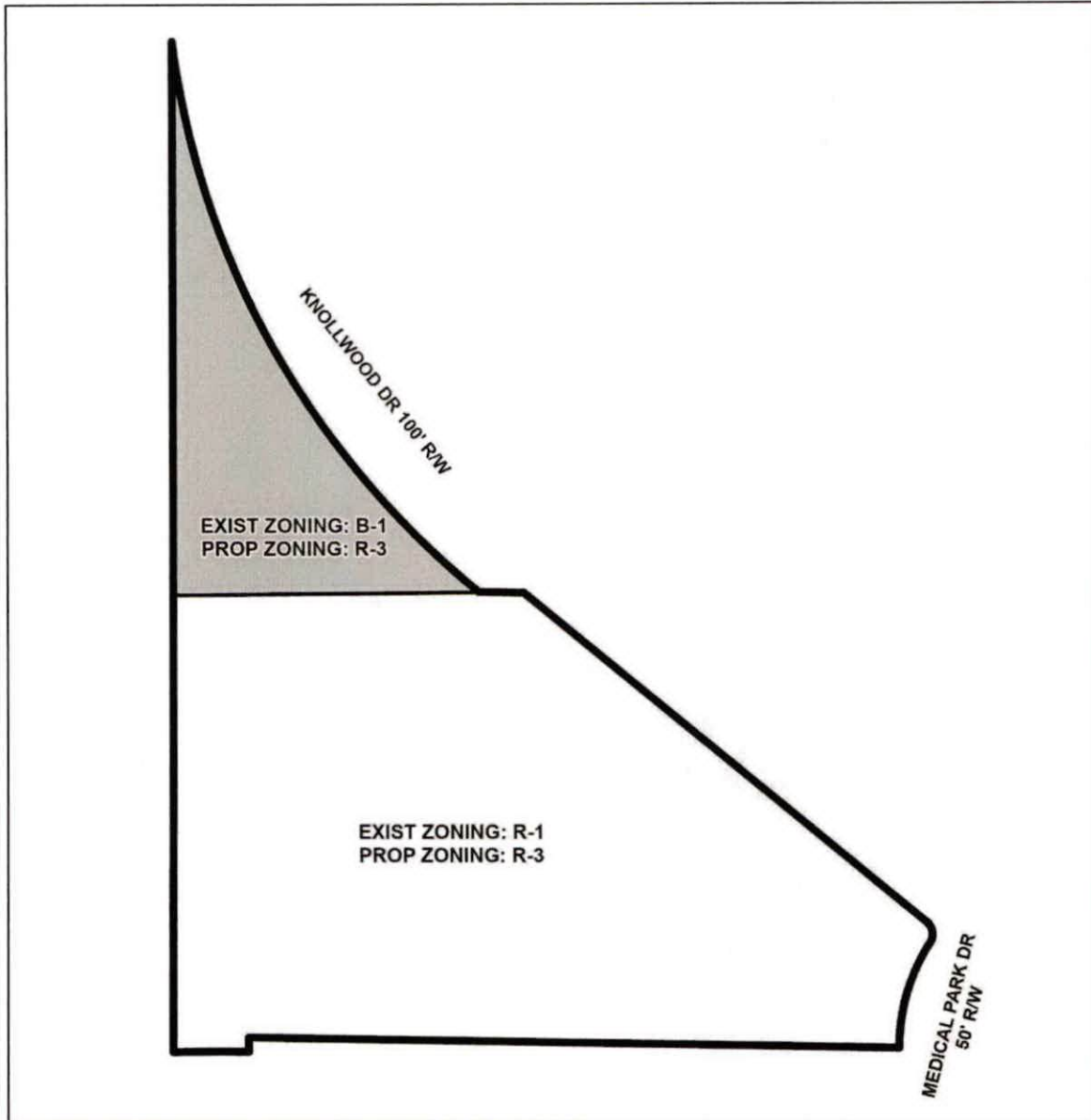
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



DETAIL SITE PLAN



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



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

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context.

The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations—ranging from 4 to 10 du/ac—must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing to Consider a
Conditional Use Permit to Allow a
Short-Term Rental for Property
Located at 2411 Venetia Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 22, 2025**, a public hearing will be held on the **27th day of May, 2025**, at 10:30 a.m., to consider adoption of an ordinance for a Conditional Use Permit to allow a short-term rental in an R-1, Single-Family Residential Suburban District, for property located at 2411 Venetia Road.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on January 27, 2025, to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, located at 2411 Venetia Road and described as follows:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH BANK OF DOG RIVER WHERE SAID RIVER IS INTERSECTED BY THE EAST LINE OF A LOT CONVEYED BY DANIEL B. FISHER TO MARY E. BENTON BY DEED DATED DECEMBER 6, 1928, AND RECORDED IN DEED BOOK 222 N.S. PAGE 88, PROBATE RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 317.8 FEET EAST OF THE WEST LINE OF THE LELANDE TRACT, MEASURED ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE LELANDE TRACT, AND FROM SAID POINT OF BEGINNING RUNNING THENCE NORTH 4 DEGREES EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED TO MARY E. BENTON, AND NOW OR FORMERLY OWNED BY VENETIA D. MCCLURE, 1145 FEET, MORE OR LESS, TO A POINT ON THE SOUTH SIDE OF A ROADWAY RUNNING EAST AND WEST, WHICH POINT IS 375.8 FEET EAST OF THE WEST LINE OF SAID LELANDE TRACT RUNNING THENCE EAST ALONG THE SOUTH SIDE OF SAID ROADWAY 84 FEET 10 INCHES, MORE OR LESS, TO THE NORTHWEST CORNER OF A LOT CONVEYED BY DANIEL B. FISHER TO ALICE B. MAXFIELD, AS GUARDIAN BY DEED DATED JANUARY 21, 1932, AND RECORDED IN DEED BOOK 237 N.S. PAGE 175, PROBATE RECORDS OF MOBILE COUNTY, ALABAMA, THENCE RUNNING SOUTH ALONG THE WEST LINE OF SAID LOT SO CONVEYED TO ALICE B. MAXFIELD, AS GUARDIAN, 475 FEET TO THE SOUTHWEST CORNER THEREOF, THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 150 FEET TO THE SOUTHEAST CORNER THEREOF, THENCE RUNNING SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE LELANDE TRACT 685 FEET, MORE OR LESS, TO THE NORTH BANK OF DOG RIVER, THENCE WESTWARDLY ALONG THE NORTH BANK OF DOG RIVER TO THE PLACE OF BEGINNING. SAID LOT BEING BOUNDED ON THE NORTH BY SAID ROADWAY AND THE PROPERTY CONVEYED TO ALICE B. MAXFIELD, AS GUARDIAN, ON THE EAST BY PROPERTY NOW OR FORMERLY OF DANNER, SOUTH BY DOG RIVER AND ON THE WEST BY PROPERTY FORMERLY OF MARY E. BENTON, NOW OR FORMERLY OF VENETIA D. MCCLURE.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on March 20, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 30th day of April, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2411 Veneita Road.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and, 2. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on January 27, 2025, to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, located at 2411 Venetia Road and described as follows:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH BANK OF DOG RIVER WHERE SAID RIVER IS INTERSECTED BY THE EAST LINE OF A LOT CONVEYED BY DANIEL B. FISHER TO MARY E. BENTON BY DEED DATED DECEMBER 6, 1928, AND RECORDED IN DEED BOOK 222 N.S. PAGE 88, PROBATE RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 317.8 FEET EAST OF THE WEST LINE OF THE LELANDE TRACT, MEASURED ALONG A LINE AT RIGHT ANGLES TO THE WEST LINE OF THE LELANDE TRACT, AND FROM SAID POINT OF BEGINNING RUNNING THENCE NORTH 4 DEGREES EAST ALONG THE EAST LINE OF SAID PROPERTY CONVEYED TO MARY E. BENTON, AND NOW OR FORMERLY OWNED BY VENETIA D. MCCLURE, 1145 FEET, MORE OR LESS, TO A POINT ON THE SOUTH SIDE OF A ROADWAY RUNNING EAST AND WEST, WHICH POINT IS 375.8 FEET EAST OF THE WEST LINE OF SAID LELANDE TRACT RUNNING THENCE EAST ALONG THE SOUTH SIDE OF SAID ROADWAY 84 FEET 10 INCHES, MORE OR LESS, TO THE NORTHWEST CORNER OF A LOT CONVEYED BY DANIEL B. FISHER TO ALICE B. MAXFIELD, AS GUARDIAN BY DEED DATED JANUARY 21, 1932, AND RECORDED IN DEED BOOK 237 N.S. PAGE 175, PROBATE RECORDS OF MOBILE COUNTY, ALABAMA, THENCE RUNNING SOUTH ALONG THE WEST LINE OF SAID LOT SO CONVEYED TO ALICE B. MAXFIELD, AS GUARDIAN, 475 FEET TO THE SOUTHWEST CORNER THEREOF, THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 150 FEET TO THE SOUTHEAST CORNER THEREOF, THENCE RUNNING SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE LELANDE TRACT 685 FEET, MORE OR LESS, TO THE NORTH BANK OF DOG RIVER, THENCE WESTWARDLY ALONG THE NORTH BANK OF DOG RIVER TO THE PLACE OF BEGINNING. SAID LOT BEING BOUNDED ON THE NORTH BY SAID ROADWAY AND THE PROPERTY CONVEYED TO ALICE B. MAXFIELD, AS GUARDIAN, ON THE EAST BY PROPERTY NOW OR FORMERLY OF DANNER, SOUTH BY DOG RIVER AND ON THE WEST BY PROPERTY FORMERLY OF MARY E. BENTON, NOW OR FORMERLY OF VENETIA D. MCCLURE.

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on March 20, 2025, and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke, or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

**Marbury Buckhaults
Shropshire, LLC
2411 Venetia Road
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 15, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of Marbury Buckhaults, Shropshire, LLC for a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District, for the property located at 2411 Venetia Road.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Marbury Buckhaults
Shropshire, LLC
7075 Bay Road
Mobile, Alabama 36605

Re: 2411 Venetia Road
ZON-STR-003214-2025
Marbury Buckhaults, Shropshire, LLC
District 4
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support the request for a Conditional Use Permit:

1. The request is consistent with all applicable requirements of this Chapter, including:
 - a) Any applicable development standards; and
 - b) Any applicable use regulations.
2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services;
8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

ZON-STR-003214-2025 2411 Venetia Road
March 21, 2025

9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Conditional Use Permit request to City Council, subject to the following conditions:

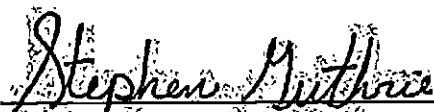
1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$435.48**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

Certification of Criteria for Conditional Use Permit for Short-Term Rental

- There shall be no on-site employees
- The establishment shall not serve meals
- The guest rooms shall not contain cooking facilities
- A valid City of Mobile business license shall be obtained for the site, and the business license shall be provided on any advertisement or listing for the Short-Term Rental.
- No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be conspicuously placed on the site.
- The name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
- The local responsible party shall answer and respond to calls twenty-four hours a day, seven days a week for the duration of the short-Term Rental period to address guest's problems or complaints.
- The Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
- One 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
- The address of the dwelling shall be prominently displayed and legible on the building.

Marbury D. Buckhaults

March 5, 20

ALABAMA NOTARY ACKNOWLEDGMENT

THE STATE OF ALABAMA

Mobile, COUNTY

I, Kimberly A. Kringel, a Notary Public, hereby certify that

Marbury D Buckhaull, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

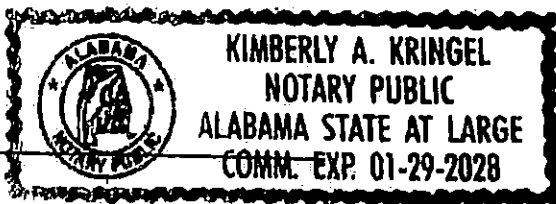
Given under my hand this 5th day of March, A. D. 20 25.

Kimberly A. Kringel

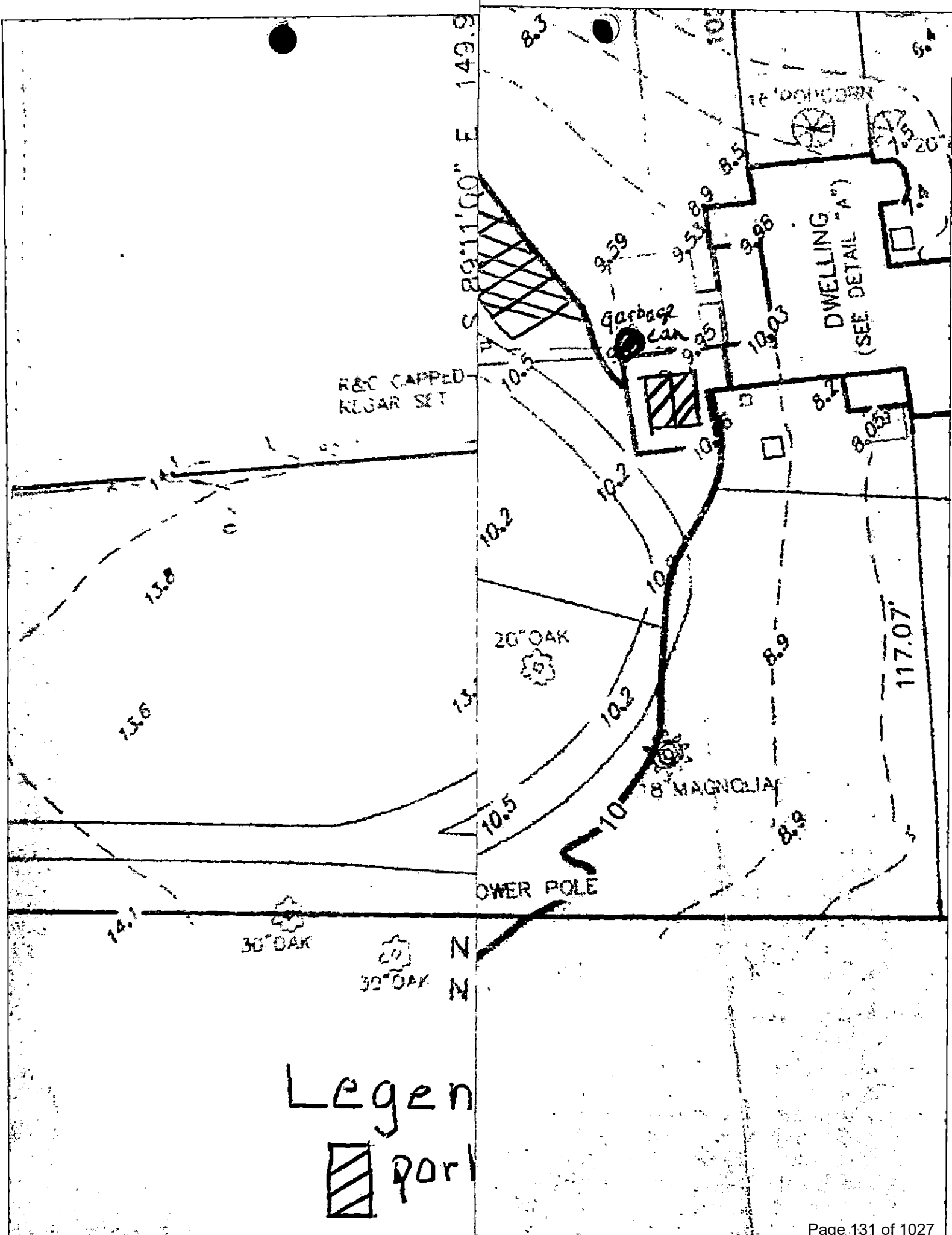
Notary Public

Print Kimberly A. Kringel

My commission expires: _____



(Seal)



Legen
port



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

Marbury D. Buckhaults
Shropshire, LLC
7075 Bay Road
Mobile, Alabama 36605

Re: 2411 Venetia Road
ZON-STR-003214-2025
Marbury Buckhaults, Shropshire, LLC
District 4
Conditional Use Permit approval to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District.

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

After discussion the Planning Commission heldover the request until the March 20th meeting, with additional information submitted no later than March 5th, to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs);
3. Provide certification (via a notarized affidavit) of the following:
 - a. That there shall be no on-site employees;
 - b. That the establishment shall not serve meals;
 - c. That the guest rooms shall not contain cooking facilities;
 - d. That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental;
 - e. That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site;
 - f. That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental;
 - g. That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints;
 - h. That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors;
 - i. That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling; and
 - j. That the address of the dwelling shall be prominently displayed and legible on the building.

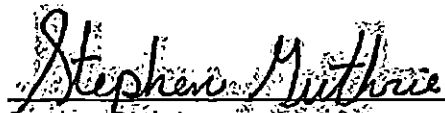
ZON-STR-003214-2025 Marbury Buckhaults, Shropshire, LLC
February 21, 2025

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, appearing to read "Stephen Guthrie", is written over a horizontal line.

Stephen Guthrie

Deputy Director of Planning and Zoning

850
43400
44750
1000
45750
200
45950

STATE OF ALABAMA

COUNTY OF MOBILE

RECORDED
2018 MAR 13 PM 1:13
MOBILE COUNTY, ALABAMA

Mobile County, Alabama
2018 MAR 13 PM 1:13
MOBILE COUNTY, ALABAMA

PERSONAL REPRESENTATIVE'S DEED

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, **KATHERINE S. DEATON** died in Mobile County, Alabama on the 17th day of January, 2018, seized and possessed of the real estate hereinafter described; and

WHEREAS, the undersigned, **MARBURY D. BUCKHAULTS**, was duly appointed as Personal Representative of the estate of said Testatrix, and was issued Letters Testamentary by the Judge of Probate, Mobile County, Alabama, on the 12th day of March, 2018, in Case No. 2018-0406 and said Letters Testamentary are still in full force and effect; and

WHEREAS, the said Testatrix in her Will dated the 9th day of September, 1992, granted said Personal Representative the Power to Sell and Convey any Real Property held in Testatrix's Estate; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **MARBURY D. BUCKHAULTS**, as Personal Representative of the Estate of **KATHERINE S. DEATON**, deceased, the Grantor, for the purpose of carrying out the terms of said will, does hereby GRANT, BARGAIN AND CONVEY unto **SHROPSHIRE, LLC**, an Alabama Limited Liability Company, the Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, being further described as follows:

All that real property situated in the County of Mobile, State of Alabama, described as follows, to-wit: Beginning at a point on the North bank of Dog River where said river is intersected by the East line of a lot conveyed by Daniel B. Fisher to Mary E. Benton by deed dated December 6, 1928, and recorded in Deed Book 222 N.S. page 88, Probate Records of Mobile County, Alabama, which point is 317.8 feet East of the West line of the Leland Tract, measured along a line at right angles to the West line of the Leland Tract, and from said point of beginning running thence North 4 degrees East along the East line of said property conveyed to Mary E. Benton, and now or formerly owned by Venetia D. McClure, 1145 feet, more or less, to a point on the South side of a roadway running East and West, which point is 375.8 feet East of the West line of said LeLande Tract running thence East along the South side of said roadway 84 feet 10 inches, more or less, to the Northwest corner of a lot conveyed by Daniel B. Fisher to Alice B. Maxfield, as Guardian by deed dated January 21, 1932 and recorded in Deed Book 237 N.S. page 175, Probate Records of Mobile County, Alabama, thence running South along the West line of said lot so conveyed to Alice B. Maxfield, as Guardian, 475 feet to the Southwest corner thereof, thence running East along the South line of said Lot 150 feet to the Southeast corner thereof, thence running South along a line parallel with the West line of the Leland Tract 685 feet, more or less, to the North bank of Dog River, thence Westwardly along the North bank of Dog River to the place of beginning. Said lot being bounded on the North by said roadway and the property conveyed to Alice B. Maxfield, as Guardian, on the

East by property now or formerly of Danner, South by Dog River and on the West by property formerly of Mary E. Benton, now or formerly of Venetia D. McClure.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

This conveyance is made subject to restrictive covenants, easements, right of way and building setback line, if any, applicable to said property of record in the said Probate Court records; and as follows:

1. Lien of taxes hereafter failing due.
2. Right-of-way granted Mobile County by instrument recorded in Real Property Book 146, Page 211 of said records.
3. Easement granted Alabama Power Company by instrument recorded in Deed Book 392, Page 650 of said records.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this the 3rd day of April, 2018.

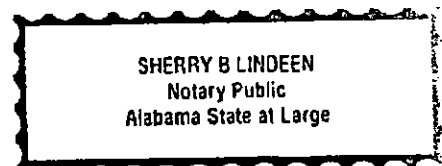
Marbury D. Buckhaults (SEAL)
Marbury D. Buckhaults
Personal Representative for the Estate of
Katherine S. Deaton, deceased

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that **Marbury D. Buckhaults**, whose name as Personal Representative of the Estate of Katherine S. Deaton, deceased, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument she, in her capacity as such Personal Representative and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 3rd day of April, 2018.

Sherry B. Lindeen
Notary Public
My Commission Expires: 5-3-2020



The Grantee's address is:

7075 Bay Road
Mobile, AL 36605

The Grantor's address is:

7075 Bay Road

My Commission Expires
May 3, 2020

Mobile, AL 36605

**My Commission Expires
May 3, 2020**

The Grantor's address is:

7075 Bay Road
Mobile, AL 36605

This instrument was prepared by:

John T. Bender, Attorney
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
(334)342-9172

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
LEONARDI DANIEL J & LINDA O LEONARDI	2407 VENETIA RD	MOBILE	AL	36605
ALSTON JAMES ROBERT MAXWELL III & MARGARET H ALSTON	2415 VENETIA RD	MOBILE	AL	36605
DEATON ELIZABETH TUCKER	125 NW 59TH ST	SEATTLE	WA	98107
SHROPSHIRE LLC	7075 BAY RD	MOBILE	AL	36605
BRIDGES VIRGINIA U	2436 VENETIA RD	MOBILE	AL	36605
BRIDGES CHARLES M & LYNNE W	3000 VENETIA RD	MOBILE	AL	36605
PRINCE VENETIA BARNEY	2417 VENETIA RD	MOBILE	AL	36605
RAINER VENETIA DANNER	2419 VENETIA RD	MOBILE	AL	36605
IBERIABANK, A DIVISON OF FIRST HORIZON BANK, ATTN TRUST REAL ESTATE	4385 POPLAR AVE	MEMPHIS	TN	38117



City of Mobile • Planning & Zoning
Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☒ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

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

	Applicant	Agent (If Applicable)
Name:	Marbury Buckhardt Is	
Firm:	Shropshire LLC	
Phone:	251-458-8533	
Email:	marburybuck@gmail.com	
Address:	2411 Venetia Rd } location Mobile AL 36605 } property	
	7075 Bay Rd } mailing Mobile AL 36605 } address	

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For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:		
Firm:		
Phone:		
Email:		
Address:		

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

Property Address: 2411 Venetia Road Property Area (acres or square feet): 6 acres
 Key # 1001622
 Parcel Number(s) or Key Number(s): R-1 Single family resident
 Present Zoning or Transect District: _____ Proposed Zoning or Transect District (if applicable): _____

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

This requirement applies to any of the following applications:

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

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

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

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

Marbury D. Buckhaaults
 Owner Signature

January 15, 2025
 Date

Marbury D. Buckhaaults
 Applicant or Agent Signature (if applicable)

January 15, 2025
 Date

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

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

Marbury D. Buckhaaults
 Applicant or Agent Signature

January 15, 2025
 Date

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Revised February 2023

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the [Use Table in Section 64-2-24](#) of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☐ Daycare, Child (Home Based 7-12 Children)
☒ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☒ Yes ☐ No

The Following information is required for Conditional Use Permits. Please refer to [Section 64-10-6](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|---|
| ☐ Planning Commission Application | ☐ Site Plan |
| ☐ Documentation of compliance with Approval Criteria | ☐ Neighborhood Meeting Documentation |
| ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer | |

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

This property is low density Residential on the FLUM. Primary land use is residential, single family housing unit.

Low density Residential
Future Land Use Map (FLUM) Designation

2. Is the application compliant with [Development Standards of Article 3](#)? ☐ Yes ☐ No
If no, what are the deficiencies?

The property is developed to residential standards, any improvements required are willing to be made

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.

This property will conform to the character of the area. It will not have excess traffic and there is ample space for parking on the premises. Noise ordinance is posted and enforced. Trash is put on the street and picked up as directed.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

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5. Please provide the following information:

- ☒ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
The existing structure is 26' high.
It is located in the center of 6 acres. Wood frame
- ☒ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
Hedges on property line both on the west and east sides
- ☒ Lighting: (dusk to dawn)
There is a high light near the carport. Carport lights and lights attached to the house are unobtrusive and blocked by hedges.
- ☒ Hours of operation:
Lodgers check in at 3 pm and check out 11 am. A noise ordinance is posted and enforced. House is as a residence.
- ☐ Other conditions that are unique to the use of the property:

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

7. Describe how the proposal is designed to minimize the impact on storm water facilities.

Residence was built according to City of Mobile Engineering regulations and there is no impact expected to storm water facilities as we are not proposing new structures to be built.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?

MAWSS

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

None of the above are an issue at this property.

10. For Above-Ground Oil Storage Tanks, please include all information required by [Section 64-4-7](#). For Hazardous Substance Storage Tanks, please include all information required by [Section 64-4-8](#).

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Saturday, January 18, 2025 ·
12:37 PM

[Edit](#)

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/Internal storage/Pictures/Messages

iPhone SE (2nd generation)

1.09 MB 2921x1905 6MP
ISO 50 28mm 0.0ev F1.8 1/122 s

Add tags



 Remaster

Friday, February 28, 2025 ·
2:42 PM

[Edit](#)

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/Internal storage/DCIM/Camera

Galaxy S23 FE

4.85 MB 4000x3000 12MP
ISO 64 23mm 0.0ev F1.8 1/180 s

[# Add tag](#)



Friday, February 28, 2025 ·
12:29 PM

[Edit](#)

20250228_122937.jpg

/Internal storage/DCIM/Camera

Galaxy S23 FE

6.09 MB | 3000x4000 | 12MP

ISO 25 | 23mm | 0.0ev | F1.8 | 1/180 s

[# Add tag](#)

Notice of Neighborhood Meeting

Dear Property Owners:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that Shropshire LLC/Dandelion Lodge will be submitting to the Mobile City Planning Commission.

1. Application Conditional Use Permit approval to allow use of the property located at 2411 Venetia Road as a Short-Term Rental (VRBO/AIRBNB).

The Neighborhood Meeting will be held at the following time, date, and location:

Monday, January 27, 2025

4-6

Christ Anglican Church
3275 Halls Mill Road

You are receiving this notice because your property is located within 30 feet of 2411 Venetia Road, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,

Marbury Buckhaults
Ogden Deaton
Elizabeth Tucker Deaton
Shropshire LLC
2411 Venetia Road
marburybuck@gmail.com



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 1-29-25

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

Neighborhood Meeting Date: January 27, 2025

Neighborhood Meeting Time: 4-6 pm

Neighborhood Meeting Location: Christ Anglican Church
8275 Halls Mill Road

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

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

Applicant's Name: Marbury Buckhaults
(First Name & Last Name)

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

x Marbury Buckhaults Date: 1-29-25

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

Neighborhood Meeting

Date: January 27, 2025

Time: 4-6 pm

Location of Neighborhood Meeting: Christ Anglican
Church 3275 Halls Mill Road

Project Location: 2411 Venetia Rd

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

Conditional Use Permit

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

x Marbury Buckhaults Date: January 27, 2025

Please Sign In:

Partner in
LLC

Name: Elizabeth Tucker Denton Email: tucker@kalanicoffee.com

Address: 125 NW 59th St Seattle WA 98107 Phone: 206 388 8997

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: January 27, 2025

Meeting Time: 4-6 pm

Meeting Location: Christ Anglican Church
3275 Halls Mill Road

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

There were
no attendees.
Two parties
(who
have stayed
at the Dandelion
Lodge) that
were on the invite list

We have a 3,060 square ft house that we use as a short-term rental through VRBO and Air BNB. We have been informed that the city is requiring a conditional use permit. The house has 6 bedrooms and has a maximum capacity of 12 guests. The house is located in the center of 6 acres so there is plenty of parking with 2 ^{spaces} under the carport and 8 more place beyond the house.

Called to see if we needed support at the meeting, and we told them "no need".
The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

None

Please attach copies of the distributed information to this summary.

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

We had no attendees

Neighborhood Meeting Summary

Date: _____

Meeting Location: _____

Applicant: _____

Application: _____

(Meeting summary, continued)

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

The Neighborhood Meeting ended at the following time: 6 PM

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

x Marbury D. Buckhaults Date: _____

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Jan 27, 2025 4-6
Christ Anglican Church 3275 Halls Mill Road

2. What information was presented at the meeting?

None (no attendees)

3. What concerns were raised during the meeting?

None

4. Were any modifications made or considered in response to the concerns raised at the meeting?

No

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Revised February 2023

Mr & Mrs Daniel Leonardi
2407 Venetia Road
Mobile, AL 36605

Mr. & Mrs. James R Alston
2415 Venetia Road
Mobile, AL 36605

Elizabeth T. Deaton
125 NW 59th St
Seattle, WA 98107

Shropshire LLC
7075 Bay Road
Mobile, AL 36605

Virginia U Bridges
2436 Venetia Road
Mobile, AL 36605

Mrs. Lynne W Bridges
3000 Venetia Road
Mobile, AL 36605

Ms. Venetia Barney Prince
2417 Venetia Road
Mobile, AL 36605

Venetia Danner Rainer
2419 Venetia Road
Mobile, AL 36605

Iberiabank, A Division of First Horizon
Bank,
Attn: Trust Real Estate
4385 Poplar Ave
Memphis, TN 38117



Agenda Item # 1 - HOLDOVER ZON-STR-003214-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2411 Venetia Road

Applicant/Agent:

Marbury Buckhaults, Shropshire, LLC

Property Owner:

Shropshire, LLC

Current Zoning:

R-1, Single-Family Residential Suburban

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. Holdover to the March 20th meeting.

Report Contents:

	Page
Context Map	2
Review Standards	3
Staff Comments	4
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by single family residential units.

APPLICATION NUMBER	1	DATE	March 20, 2025
APPLICANT	Marbury Buckhaults, Shropshire, LLC		
REQUEST	Conditional Use Permit STR		



HOLDOVER COMMENTS

The application was heldover from the February 20th meeting to allow the applicant to address the following:

1. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs);
3. Provide certification (via a notarized affidavit) of the following:
 - a. That there shall be no on-site employees;
 - b. That the establishment shall not serve meals;
 - c. That the guest rooms shall not contain cooking facilities;
 - d. That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental;
 - e. That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site;
 - f. That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental;
 - g. That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of the Short-Term Rental period to address guests' problems or complaints;
 - h. That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors;
 - i. That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling; and
 - j. That the address of the dwelling shall be prominently displayed and legible on the building.

The applicant has provided the requisite information and has certified compliance with all applicable criteria for approval of the Conditional Use Permit.

It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

HOLDOVER CONSIDERATIONS

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following Findings of Fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;

- (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 6. Is designed to minimize the impact on storm water facilities;
 7. Will be adequately served by water and sanitary sewer services;
 8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 9. Shall not be detrimental to or endanger the public health, safety or general welfare.
 10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The Commission and City Council should determine if the site meets all requisite criteria for approval of a Short-Term Rental, as detailed in Article 5, Section 64-5-6.E.11.(g) of the UDC.

If the application is considered for approval, it should be subject to the following conditions:

1. Provision of a revised site plan and any restrictions and/or conditions concerning the use of the property to Planning and Zoning for review prior to recording, and provision of a copy of the recorded site plan and any restrictions and/or conditions concerning the use of the property (hard copy and pdf) to Planning and Zoning; and,
2. Full compliance with all municipal codes and ordinances.

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

11. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
12. Is compatible with the character of the surrounding neighborhood;
13. Will not impede the orderly development and improvement of surrounding property; and
14. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;

- (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
15. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
 16. Is designed to minimize the impact on storm water facilities;
 17. Will be adequately served by water and sanitary sewer services;
 18. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
 19. Shall not be detrimental to or endanger the public health, safety or general welfare.
 20. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
 21. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Short-Term Rentals, which include:

- (1) There shall be no on-site employees.
- (2) No more than eight (8) guest rooms shall be included in any one establishment.
- (3) The establishment shall not serve meals.
- (4) Guest rooms shall not contain cooking facilities.
- (5) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
- (6) The operation shall not alter the residential nature of the neighborhood or the character of the dwelling as a residence.
- (7) The refuse area shall be screened from view, and shall be no closer than twenty (20) feet from any property line and 100 feet from any dwelling on an adjacent lot.
- (8) There shall be a minimum of two (2) off-street parking spaces for the principal occupants of the residence (if any), and a minimum of one (1) additional parking space per guest room. The additional parking spaces shall not be located in any required front or side yard setback area and shall be screened from the view of adjacent properties by natural or artificial means.
- (9) No signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. is permitted.
- (10) The name and telephone number of a local responsible party shall be conspicuously posted within each Short-Term Rental. The local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a week for the duration of each Short-Term Rental period to address problems or complaints associated with the Short-Term Rental.
- (11) Each Short-Term Rental must meet applicable building and fire codes and be equipped with the following safety equipment and features: a.
 - a. Operational smoke and carbon monoxide detectors.

- b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior
- (12) May not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site does/does not meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site does meet the criteria		That there are no more than eight (8) guest rooms.
The site does meet the criteria		That the operation will not alter the residential nature of the neighborhood.
The site does meet the criteria		That the operation does not alter the character of the dwelling as a residence.
	The site does not meet the criteria	That the refuse (garbage) area is screened from view.
The site does meet the criteria		That the refuse (garbage) area is no closer than 20 feet from any property line.
The site does meet the criteria		That the refuse (garbage) area is no closer than 100 feet from any other dwelling.
The site does meet the criteria		That the minimum number of parking spaces are provided.
The site does meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant has/has not certified the following in their application:

	Has not certified	That there shall be no on-site employees.
	Has not certified	That the establishment shall not serve meals.
	Has not certified	That the guest rooms shall not contain cooking facilities.
	Has not certified	That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental.
	Has not certified	That no signage or advertising copy such as Vacancy/No Vacancy, Rent/Lease, etc. shall be placed on the site.
	Has not certified	That the name and telephone number of a local responsible party shall be conspicuously posted within the Short-Term Rental.
	Has not certified	That the local responsible party shall answer and respond to calls twenty-four (24) hours a day, seven (7) days a

		week for the duration of the Short-Term Rental period to address guests' problems or complaints.
	Has not certified	That the Short-Term Rental shall be equipped with smoke and carbon monoxide detectors.
	Has not certified	That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling.
	Has not certified	That the address of the dwelling shall be prominently displayed and legible on the building.

Approval of the request should be contingent upon full compatibility with the requisite criteria for approval of a Conditional Use Permit for a Short-Term Rental. **All criteria in the above tables should be certified and the site must meet all criteria for the Conditional Use Permit to be approved.** If the criteria are not certified and the site does not meet all applicable criteria, then the Conditional Use Permit cannot be approved.

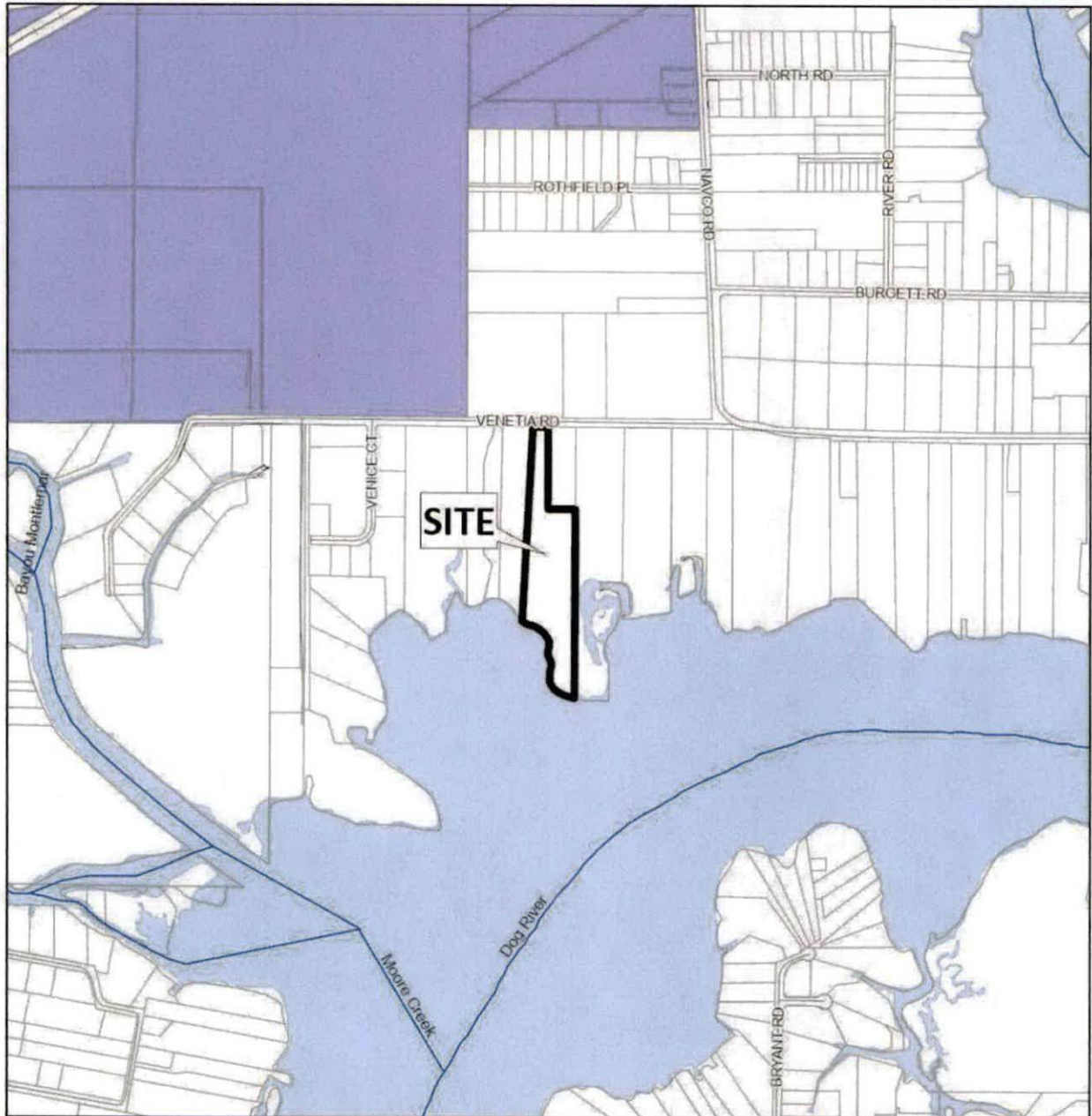
It should be noted that, if approved, the Conditional Use Permit, including all restrictions and conditions concerning the use of the property, shall be recorded in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Planning and Zoning Department.

Considerations:

The Planning Commission should consider a holdover of the request until the March 20th meeting, with additional information submitted no later than March 5th, to allow the applicant to address the following:

4. Revise the site plan to depict the location of any/all garbage cans or other waste refuse bins;
5. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs);
6. Provide certification (via a notarized affidavit) of the following:
 - a. That there shall be no on-site employees;
 - b. That the establishment shall not serve meals;
 - c. That the guest rooms shall not contain cooking facilities;
 - d. That a valid City of Mobile business license shall be obtained for the site, and the business license number shall be provided on any advertisement or listing for the Short-Term Rental;
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 - i. That one (1) 2.5 lb. Class A-B-C fire extinguisher shall be provided on each floor of the dwelling; and
 - j. That the address of the dwelling shall be prominently displayed and legible on the building.

LOCATOR ZONING MAP



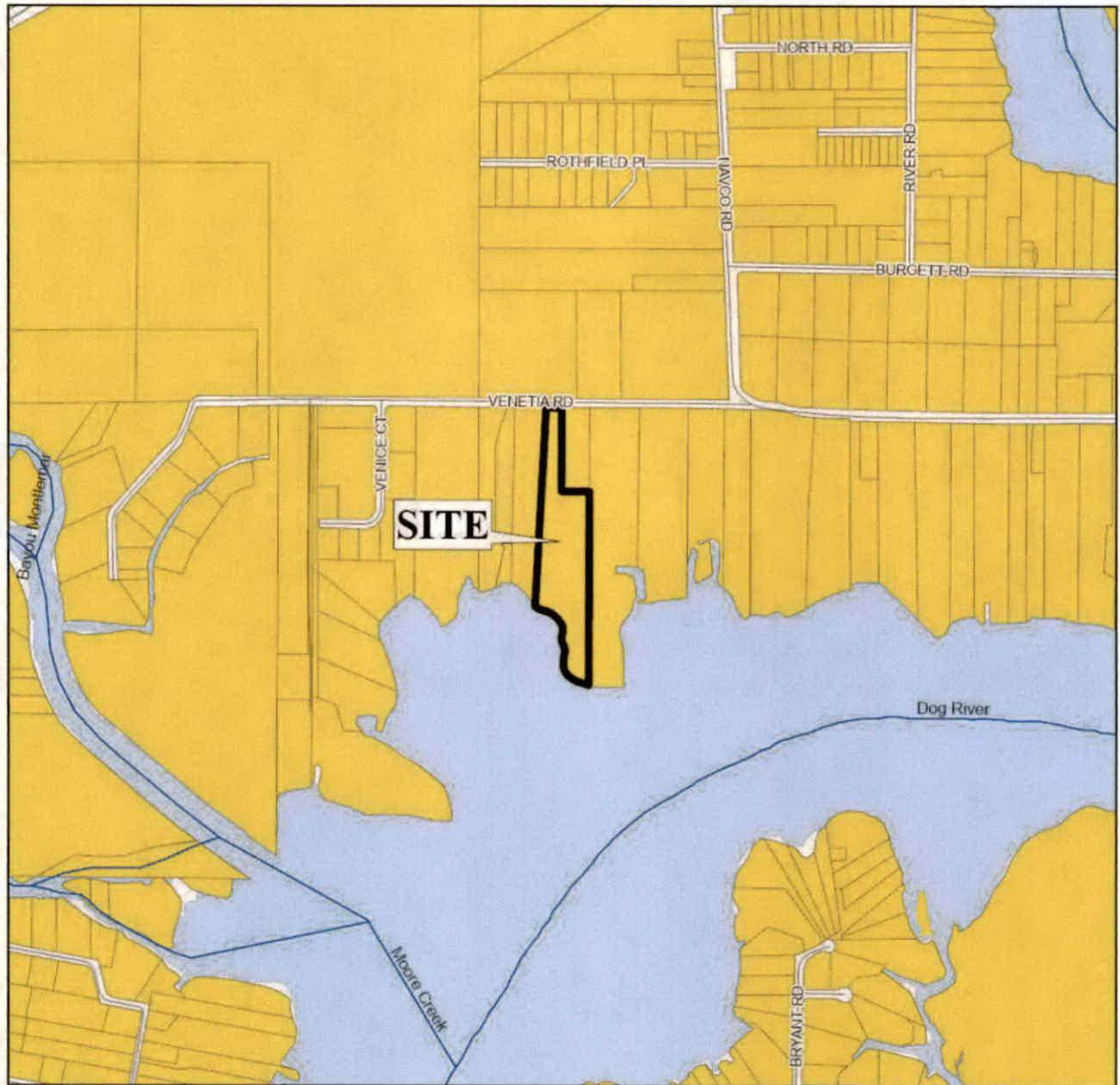
APPLICATION NUMBER 1 DATE March 20, 2025

APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE March 20, 2025

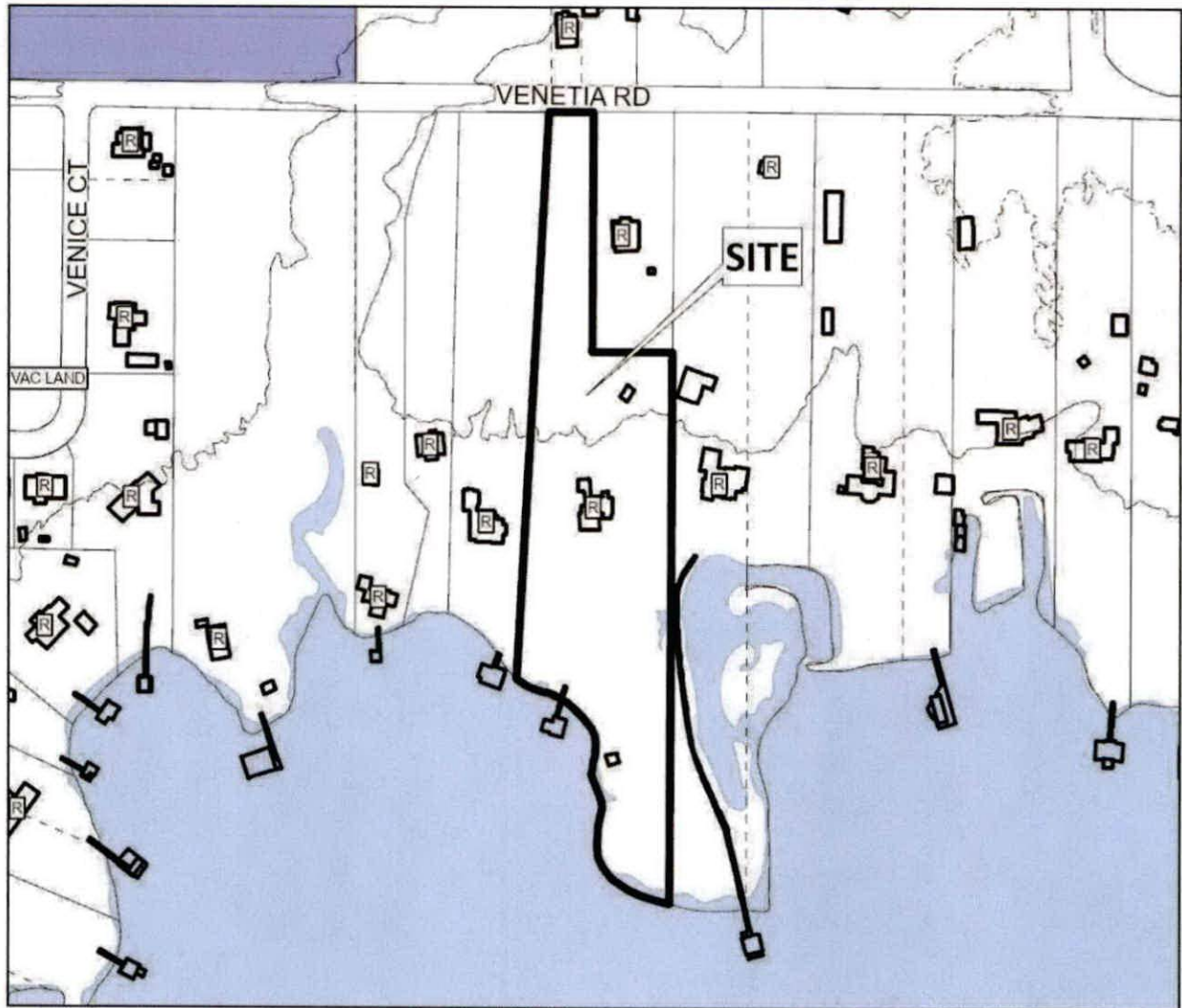
APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR

- | | | | |
|---|--|---|---|
| Low Density Residential | Neighborhood Center - Traditional | Light Industry | Water Dependent |
| Mixed Density Residential | Neighborhood Center - Suburban | Heavy Industry | |
| Downtown | Traditional Corridor | Institutional | |
| District Center | Mixed Commercial Corridor | Parks, Open Space | |



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by single family residential units.

APPLICATION NUMBER 1 DATE March 20, 2025

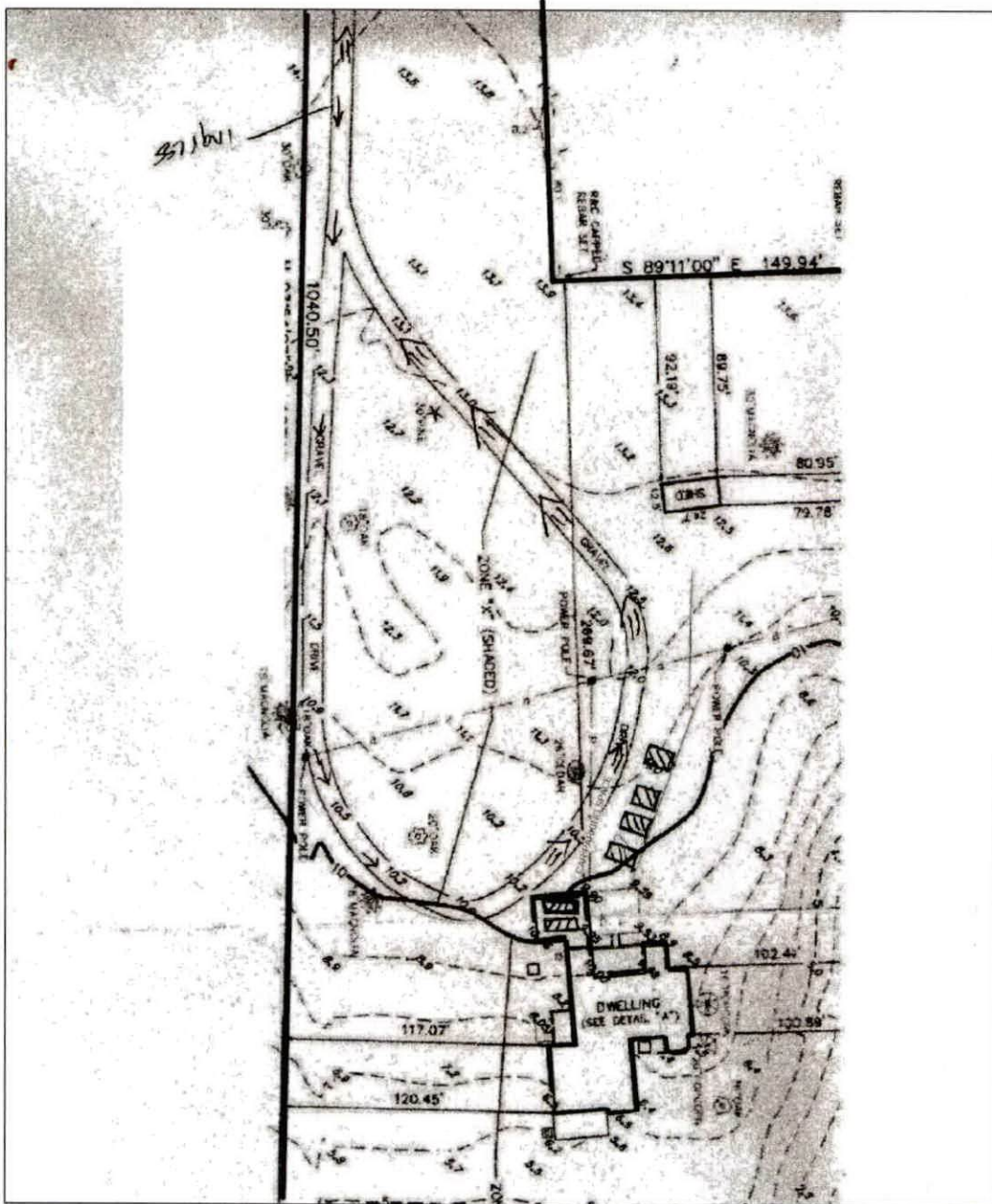
APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR

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



SITE PLAN

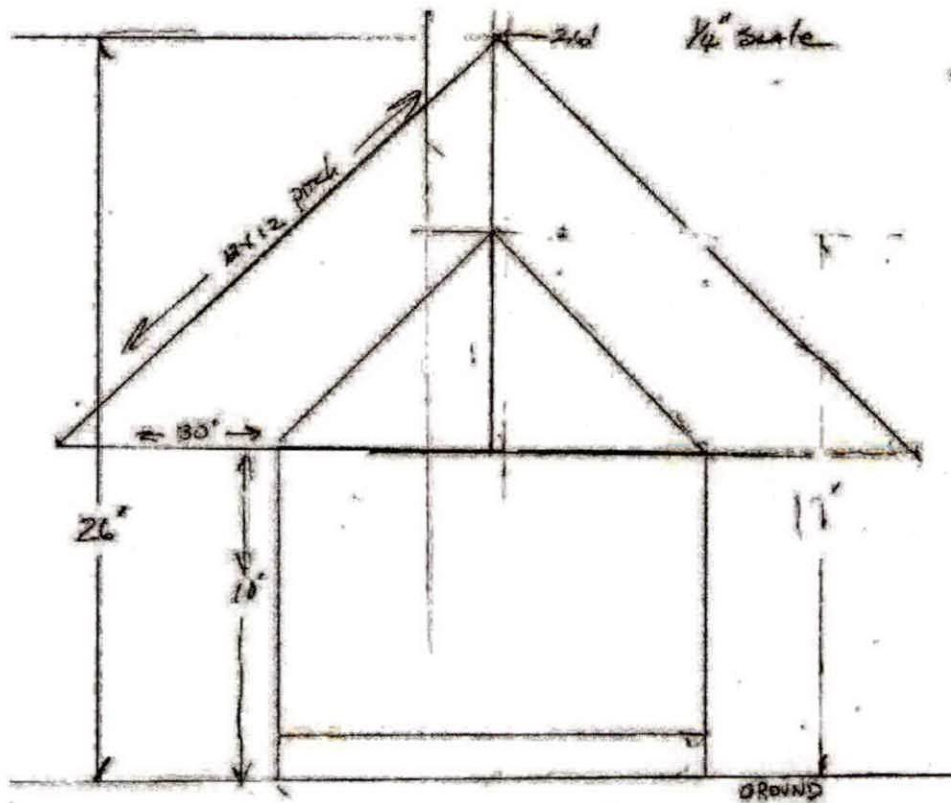


The site plan illustrates the existing residence, drive, and parking spaces.

APPLICATION NUMBER	1	DATE	March 20, 2025
APPLICANT	Marbury Buckhaults, Shropshire, LLC		
REQUEST	Conditional Use Permit STR		



DETAIL SITE PLAN



HEIGHT OF STRUCTURE 26'

APPLICATION NUMBER 1 DATE March 20, 2025

APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR



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

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.



Agenda Item # 13

ZON-STR-003214-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2411 Venetia Road

Applicant/Agent:

Marbury Buckhaults, Shropshire, LLC

Property Owner:

Shropshire, LLC

Current Zoning:

R-1, Single-Family Residential Suburban

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Suburban District.

Commission Considerations:

1. Holdover to the March 20th meeting.

Report Contents:

	Page
Context Map	2
Review Standards	3
Staff Comments	4
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by single family residential units.

APPLICATION NUMBER <u>13</u>	DATE <u>February 20, 2025</u>	 NTS
APPLICANT <u>Marbury Buckhaults, Shropshire, LLC</u>		
REQUEST <u>Conditional Use Permit STR</u>		

SHORT-TERM RENTAL CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:
 - (a) Any applicable development standards; and
 - (b) Any applicable use regulations.
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:
 - (a) The location, type and height of buildings or structures;
 - (b) The type and extent of landscaping and screening;
 - (c) Lighting;
 - (d) Hours of operation; and
 - (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.
5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to Short-Term Rentals, which include:

- (1) There shall be no on-site employees.
- (2) No more than eight (8) guest rooms shall be included in any one establishment.

- (3) The establishment shall not serve meals.
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- (5) A valid City of Mobile business license must be obtained for each discrete Short-Term Rental location and the business license number must be stated on any advertisement or listing for each Short-Term Rental. Provided, however, that Short-Term Rentals containing multiple units within a single structure that can be rented separately shall only be required to obtain a single license for each structure.
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 - b. One (1) 2.5 lb. Class A-B-C fire extinguisher per floor.
 - c. Prominently displayed and legible 9-1-1 address on building exterior
- (12) May not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

Planning Comments:

The applicant is requesting a Conditional Use Permit to allow a Short-Term Rental in an R-1, Single-Family Residential Suburban District. The applicant's narrative justifying the request can be viewed using the link on Page 1 of this report.

In reviewing the request, staff has determined that the site does/does not meet the following site and design criteria of Article 5, Section 6-E. of the UDC:

The site does meet the criteria		That there are no more than eight (8) guest rooms.
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The site does meet the criteria		That the refuse (garbage) area is no closer than 20 feet from any property line.

The site does meet the criteria		That the refuse (garbage) area is no closer than 100 feet from any other dwelling.
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The site does meet the criteria		That the operation does not occupy any accessory structure, accessory dwelling unit, outdoor space, or recreational vehicle on the site.

The applicant has/has not certified the following in their application:

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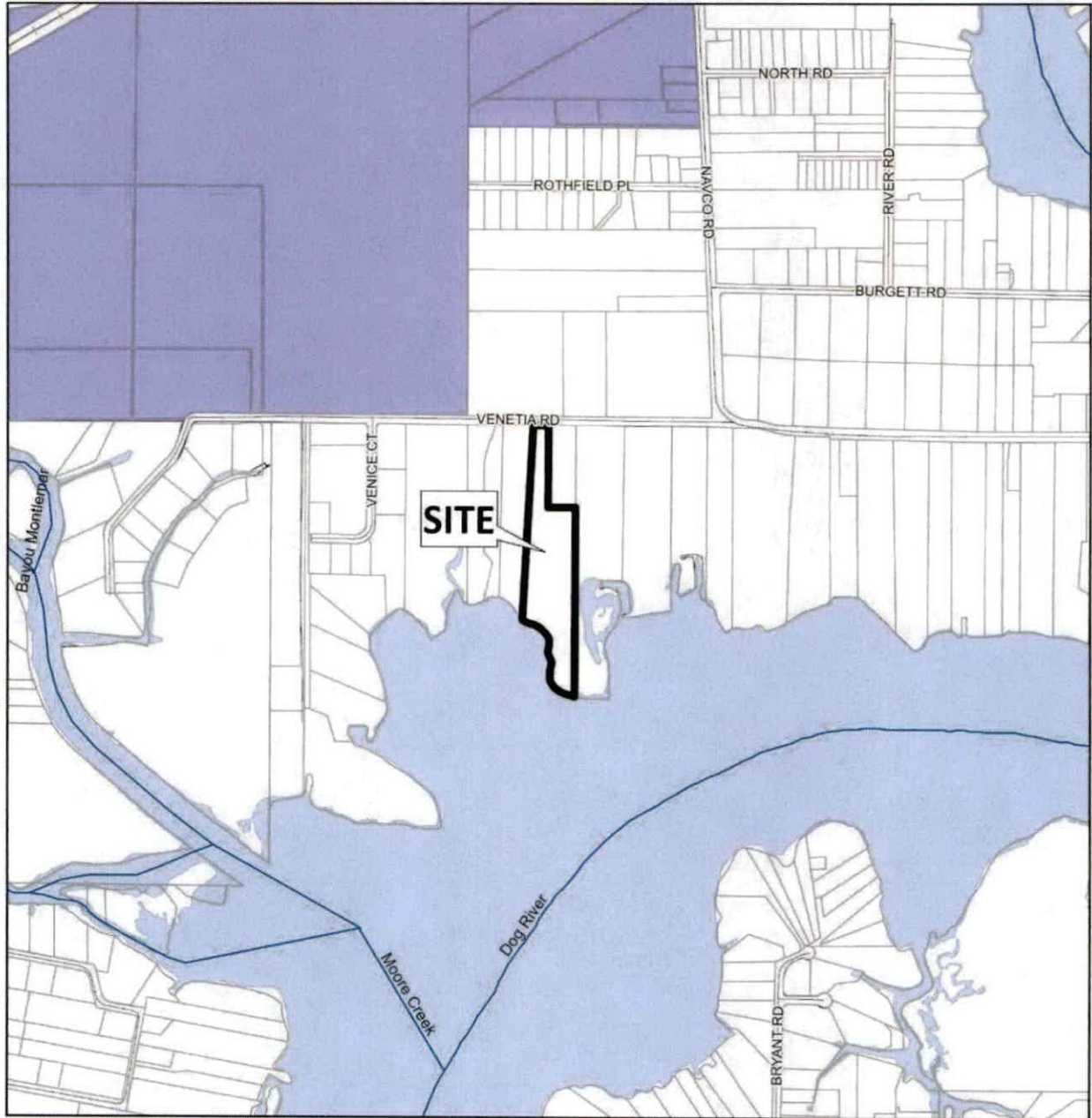
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2. Provide proof that all waste (garbage) refuse containers are screened from view (via photographs);
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LOCATOR ZONING MAP



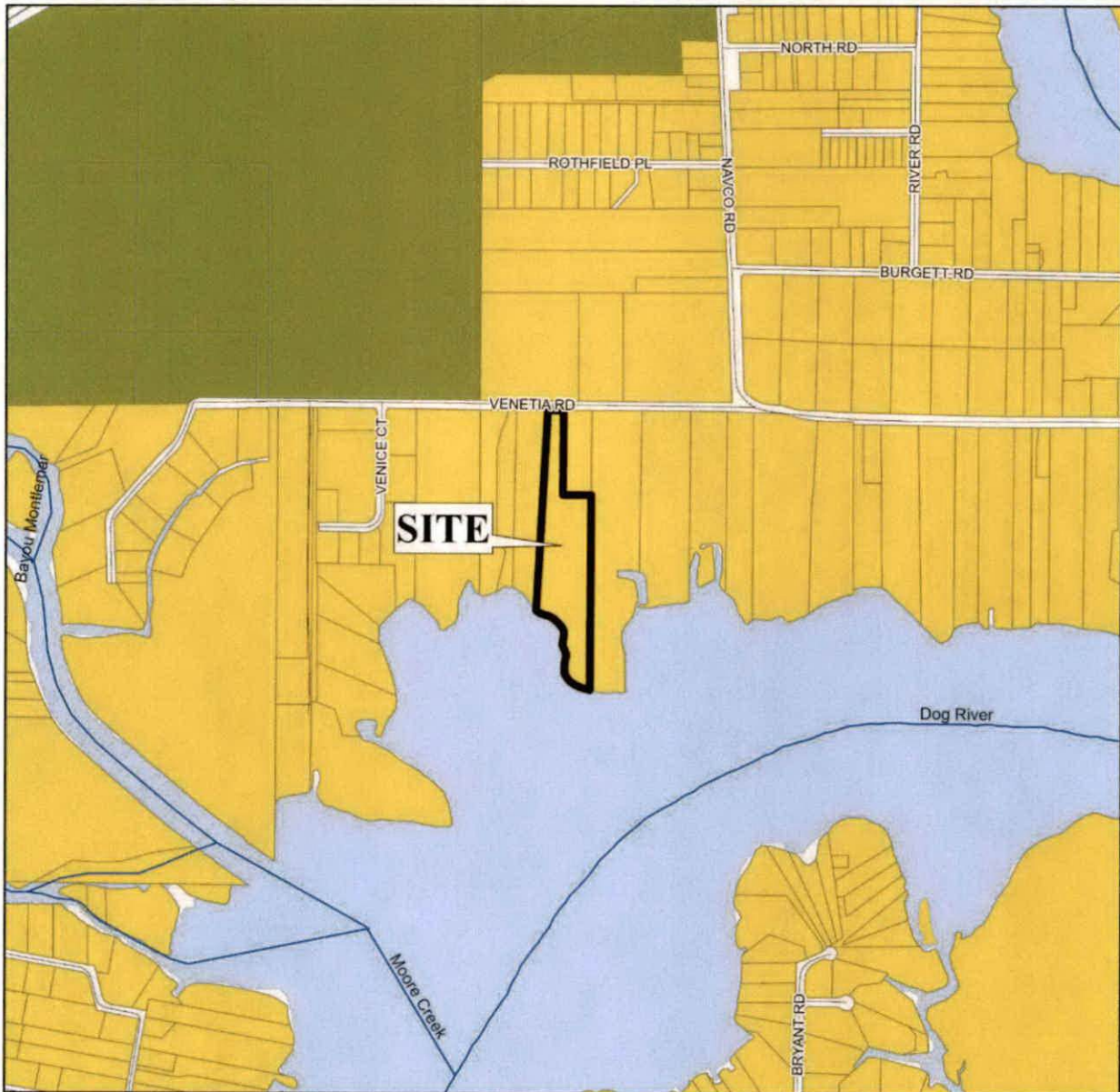
APPLICATION NUMBER 13 DATE February 20, 2025

APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE February 20, 2025

APPLICANT Marbury Buckhaults, Shropshire, LLC

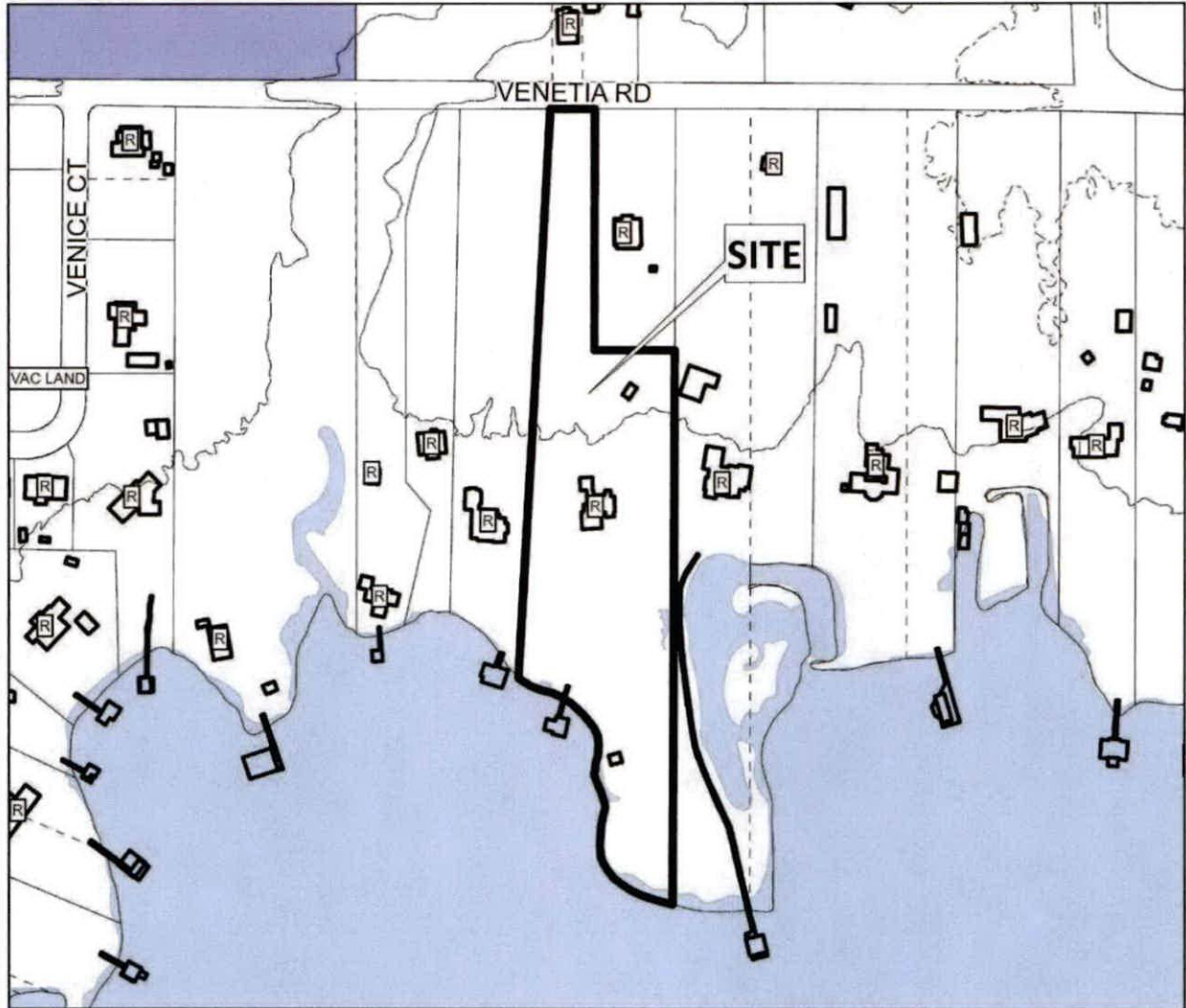
REQUEST Conditional Use Permit STR

- | | | | |
|--|---|---|--|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
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NTS

PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by single family residential units.

APPLICATION NUMBER 13 DATE February 20, 2025

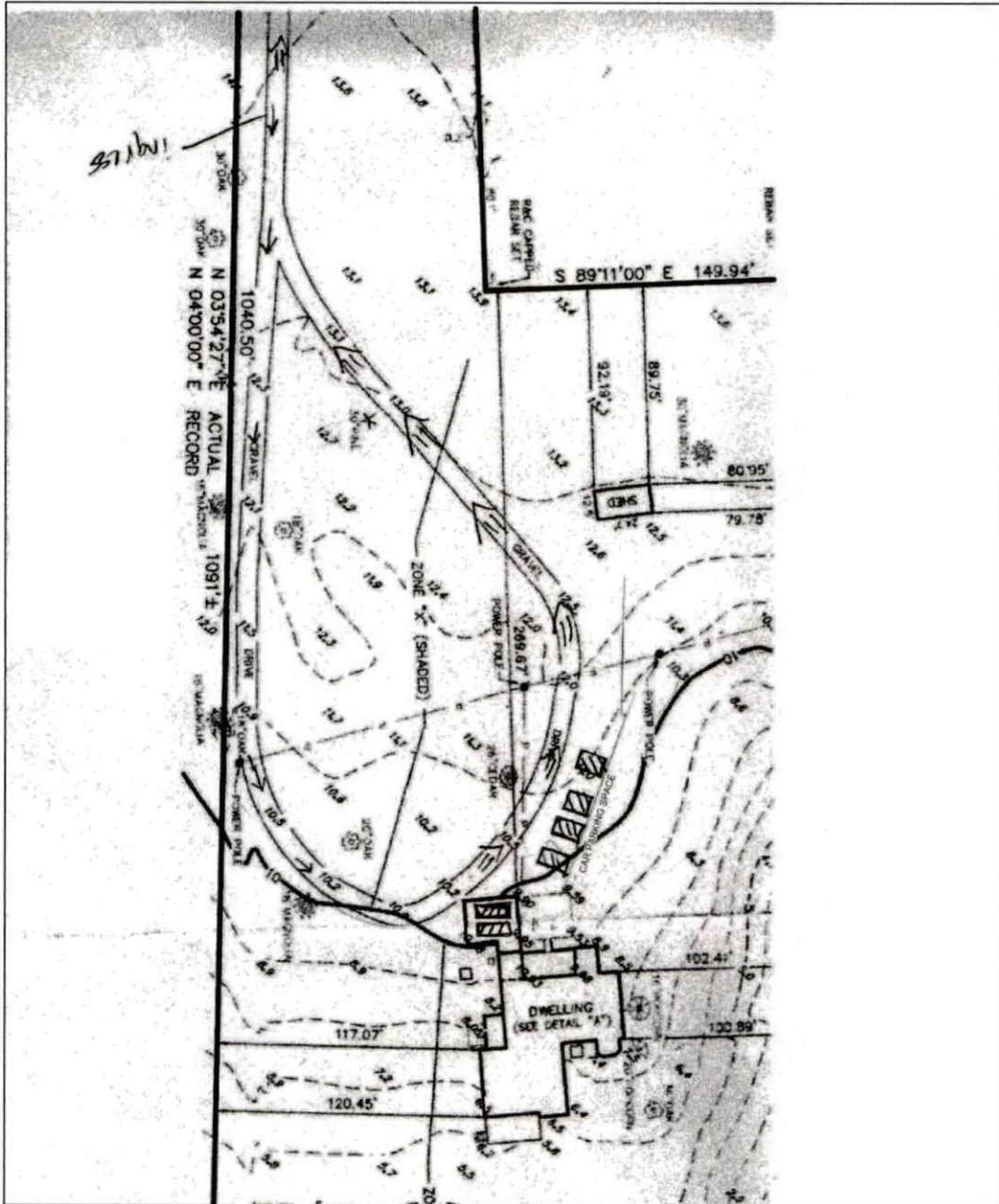
APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR

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R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN

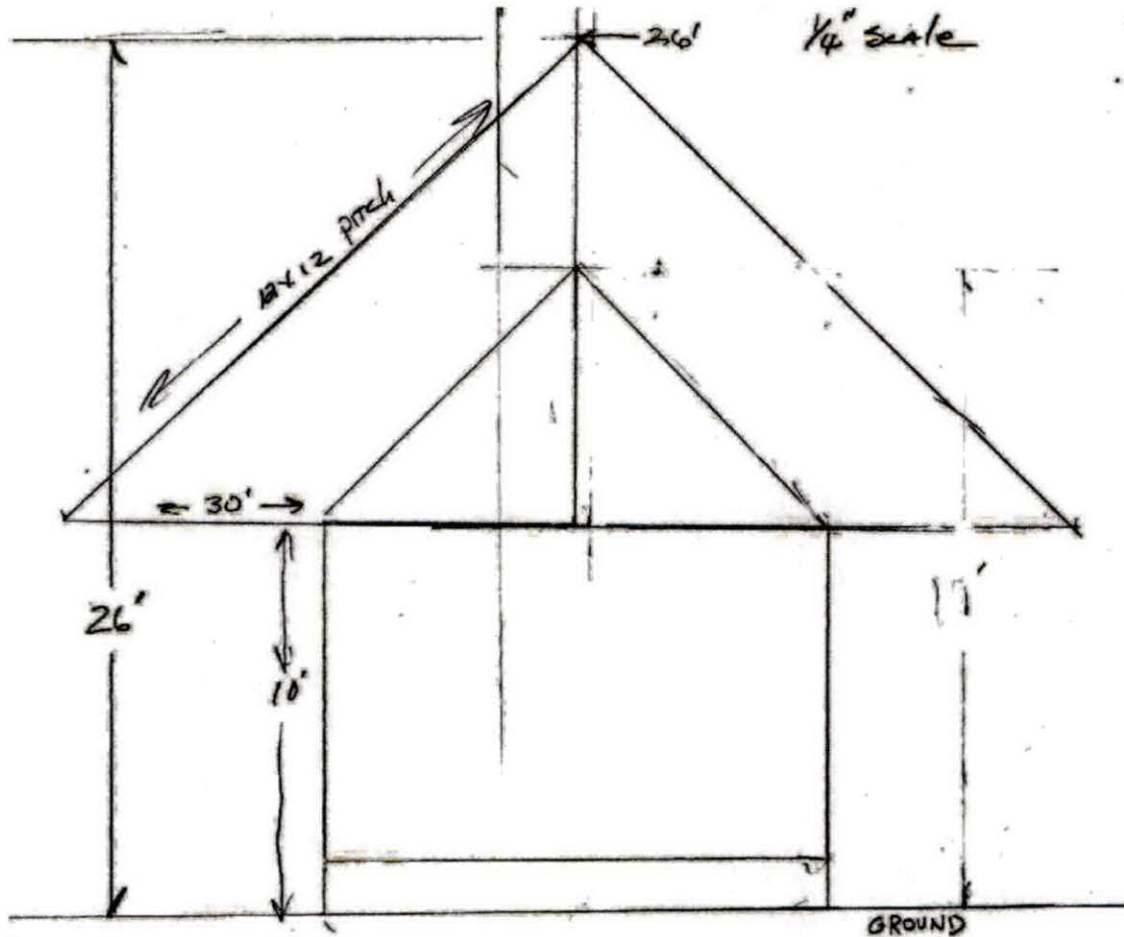


The site plan illustrates the existing residence, drive, and parking spaces.

APPLICATION NUMBER	13	DATE	February 20, 2025
APPLICANT	Marbury Buckhaults, Shropshire, LLC		
REQUEST	Conditional Use Permit STR		



DETAIL SITE PLAN



HEIGHT OF STRUCTURE 26'

APPLICATION NUMBER 13 DATE February 20, 2025

APPLICANT Marbury Buckhaults, Shropshire, LLC

REQUEST Conditional Use Permit STR



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
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DOWNTOWN DEV. DDD	T-3			■		■							□		
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BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That paragraph C.2 of the Neighborhood Meetings section of the Unified Development Code, entitled Postal Notification, section 64-5-4 of the Mobile City Code, be amended by adding a subparagraph (a) so that paragraph C.2 will then read in its entirety as follows:

2. Postal notification. The Applicant shall mail notice of the Neighborhood Meeting, as required for the corresponding Application, fifteen (15) days prior to the Neighborhood Meeting.
 - (a) Applicant at the same time shall provide by electronic means, a copy of the mailed notice to the Director and to the City Council representative for the district where the subject property is located.

That paragraph D of the Neighborhood Meetings section of the Unified Development Code, entitled Proceedings of Neighborhood Meeting, section 64-5-4 of the Mobile City Code, be amended by adding language to subparagraphs 2 and 3 so that it will then read in its entirety as follows:

D. Proceedings of Neighborhood Meeting.

1. At the Neighborhood Meeting the Applicant shall provide a complete overview of the proposed Application, including a project description and a complete explanation and details of the proposed Development which are sufficient for residents to gain an understanding of the specific application.
 - (a) For Conditional Use Permits and Planned Developments, a Site Plan and Building elevations shall also be provided.

2. The meeting shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
3. Meetings must be held in a public or institutional building such as a school, library, community center or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed Site but not more than a distance of one (1) mile from the proposed Site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility, with the prior approval of the Director.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 30th day of April 2025 in the Lagniappe.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendments to Article 5, Section 64-5-4.C.2. of the Unified Development Code adds a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.

The proposed amendments to Article 5, Section 64-5-4.D. of the Unified Development Code adds additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, May 22, 2025.

**AN ORDINANCE TO AMEND THE NEIGHBORHOOD MEETINGS
SECTION OF THE UNIFIED DEVELOPMENT CODE,
SECTION 64-5-4 OF THE MOBILE CITY CODE**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE. That paragraph C.2 of the Neighborhood Meetings section of the Unified Development Code, entitled Postal Notification, section 64-5-4 of the Mobile City Code, is hereby amended so that paragraph C.2 now reads in its entirety as follows:

2. Postal notification. The Applicant shall mail notice of the Neighborhood Meeting, as required for the corresponding Application, fifteen (15) days prior to the Neighborhood Meeting.
 - (a) Applicant at the same time shall provide by electronic means, a copy of the mailed notice to the Director and to the City Council representative for the district where the subject property is located.

SECTION TWO. That paragraph D of the Neighborhood Meetings section of the Unified Development Code, entitled Proceedings of Neighborhood Meeting, section 64-5-4 of the Mobile City Code, is hereby amended so that it now reads in its entirety as follows:

D. Proceedings of Neighborhood Meeting.

1. At the Neighborhood Meeting the Applicant shall provide a complete overview of the proposed Application, including a project description and a complete explanation and details of

the proposed Development which are sufficient for residents to gain an understanding of the specific Application.

- (a) For Conditional Use Permits and Planned Developments, a Site Plan and Building elevations shall also be provided.
- 2. The meeting shall be held on weekdays, between the hours of 5:00 p.m. and 8:00 p.m. for at least one (1) hour in duration.
- 3. Meetings must be held in a public or institutional building such as a school, library, community center or similar facility, which will accommodate the anticipated attendance. The meeting shall be located near the proposed Site but not more than a distance of one (1) mile from the proposed Site. If there is no adequate facility to accommodate the meeting within such distance, then the meeting shall be held at the nearest available facility, with the prior approval of the Director.

SECTION THREE. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION FOUR. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FIVE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to **Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a.** of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

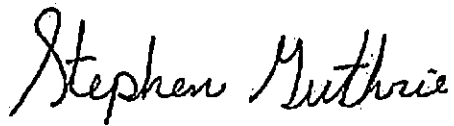
After discussion the Planning Commission also voted to recommend approval of amendments to **Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2.** of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development,” to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That paragraph A.1 of the Parking and Loading section of the Unified Development Code, entitled Applicability, section 64-3-12 of the Mobile City Code, be amended to add the following as paragraph (c):

- (c) The area bounded by Beauregard Street on the North, the Mobile River on the East, Eslava Street on the South, and Water Street on the West, shall be exempt from the parking requirements of this section.

That paragraph B.1 of the Parking and Loading section of the Unified Development Code, entitled Applicability, section 64-3-12 of the Mobile City Code, be amended to add the following as paragraph (b):

- (b) The area bounded by Beauregard Street on the North, the Mobile River on the East, Eslava Street on the South, and Water Street on the West, shall be exempt from the off-street loading facilities requirements of this section.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 30th day of April 2025 in the Lagniappe.

The proposed amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the Unified Development Code, adds paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street and Eslava Street.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, May 22, 2025.

**AN ORDINANCE TO AMEND THE PARKING AND LOADING
SECTION OF THE UNIFIED DEVELOPMENT CODE,
SECTION 64-3-12 OF THE MOBILE CITY CODE**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE. That paragraph A.1 of the Parking and Loading section of the Unified Development Code, entitled Applicability, section 64-3-12 of the Mobile City Code, is hereby amended to add the following as paragraph (c):

- (c) The area bounded by Beauregard Street on the North, the Mobile River on the East, Eslava Street on the South, and Water Street on the West, shall be exempt from the parking requirements of this section.

SECTION TWO. That paragraph B.1 of the Parking and Loading section of the Unified Development Code, entitled Applicability, section 64-3-12 of the Mobile City Code, is hereby amended to add the following as paragraph (b):

- (b) The area bounded by Beauregard Street on the North, the Mobile River on the East, Eslava Street on the South, and Water Street on the West, shall be exempt from the off-street loading facilities requirements of this section.

SECTION THREE. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION FOUR. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FIVE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to **Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a.** of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

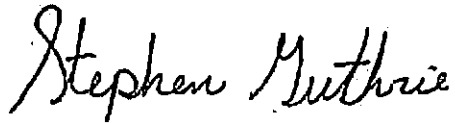
After discussion the Planning Commission also voted to recommend approval of amendments to **Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2.** of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create "Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development," to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of "Lot of Record" to change "1952" to "March 8, 1962."

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That the definition of "Lot of Record" in the Unified Development Code, section 64-8-2 of the Mobile City Code, be amended so that said definition now reads in its entirety as follows:

Lot of Record

A lot which is part of a subdivision, the plat of which has been recorded in the Office of the Probate Court of Mobile County, or a lot described by metes and bounds, the description of which has been recorded in the Office of the Probate Court of Mobile County prior to the date of annexation or March 8, 1962.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 30th day of April 2025 in the Lagniappe.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to Article 8, Section 64-8-2 of the Unified Development Code, amends the definition of "Lot of Record" to change "1952" to "March 8, 1962."

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, May 22, 2025.

**AN ORDINANCE TO AMEND THE DEFINITION OF "LOT OF RECORD"
IN SECTION 64-8-2 OF THE UNIFIED DEVELOPMENT CODE**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE. That the definition of "Lot of Record" in the Unified Development Code, section 64-8-2 of the Mobile City Code, is hereby amended so that said definition now reads in its entirety as follows:

Lot of Record	A lot which is part of a subdivision, the plat of which has been recorded in the Office of the Probate Court of Mobile County, or a lot described by metes and bounds, the description of which has been recorded in the Office of the Probate Court of Mobile County, prior to the date of annexation or March 8, 1962.
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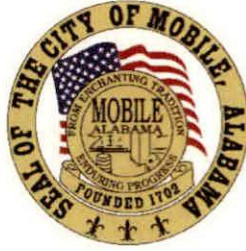
SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FOUR. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a. of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

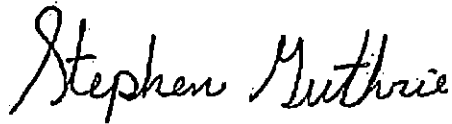
After discussion the Planning Commission also voted to recommend approval of amendments to Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2. of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create "Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development," to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of "Lot of Record" to change "1952" to "March 8, 1962."

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That paragraph B.1 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Minor Changes, section 64-5-8 of the Mobile City Code, be amended so that paragraph B.1 will then read in its entirety as follows:

B. Modifications

1. Minor changes. Landscaping and tree plantings, building elevation, building materials, parking lot design, screening fences or walls, building location (not reducing Setbacks or buffers), or similar elements of site or building design, may be allowed, subject to administrative approval of a revised site plan. A minor modification must comply with all criteria below.
 - (a) The proposed modification would not create more than a ten percent (10%) increase in building footprint for the site above what the Planning Commission approved; however, not to exceed a total increase of one thousand (1,000) square feet for the building.
 - (b) The proposed modification does not increase the overall boundaries of the existing site.
 - (c) No additional parking or curb cuts are proposed, and the modification does not require additional parking or curb cut(s).
 - (d) The proposed modification does not reduce existing parking, landscaping, setback, buffer requirements or any conditions as required by

the previously approved Planning Approval or Planned Unit Development.

- (e) The proposed increase in building footprint does not encroach any closer to a residential boundary line than existing or approved buildings along the same property line.
- (f) All proposed modifications must fully comply with all other requirements of this Chapter

The determination of whether a proposed modification constitutes a minor change is subject to the criteria above and is in the sole discretion of the Director.

That paragraph B.2 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Major Modifications, section 64-5-8 of the Mobile City Code, be amended by deleting paragraphs (d) (entitled "Appeals"), (e) (entitled "Expiration"), and (f) (entitled "Recording and recordkeeping").

That section 64-5-8 be amended by adding the following subparagraphs:

- C. Expiration. If no construction permit is obtained to implement the approved modification within two (2) years after approval, the approved modification shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.
- D. Recording and Recordkeeping
 - 1. The modification, including all restrictions, conditions and site plan concerning the uses of the property shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review and approval by the Director prior to recording. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.
 - 2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Planned Development.

- E. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 30th day of April 2025 in the Lagniappe.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendments to Article 5, Section 64-5-8.B.1. of the Unified Development Code establish additional criteria for determining what constitutes "Minor changes" to existing Planning Approvals and Planned Unit Developments.

The proposed amendments to Article 5, Section 64-5-8.B.2. of the Unified Development Code deletes existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for "Major Modifications" to existing Planning Approvals and Planned Unit Developments, and replaces them with new subparagraphs addressing those issues.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, May 22, 2025.

**AN ORDINANCE TO AMEND THE "PREVIOUSLY
APPROVED PLANNING APPROVALS AND PLANNED
UNIT DEVELOPMENTS" SECTION OF THE UNIFIED DEVELOPMENT
CODE, SECTION 64-5-8 OF THE MOBILE CITY CODE**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE. That paragraph B.1 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Minor Changes, section 64-5-8 of the Mobile City Code, is hereby amended so that paragraph B.1 now reads in its entirety as follows:

B. Modifications

1. Minor changes. Landscaping and tree plantings, building elevation, building materials, parking lot design, screening fences or walls, building location (not reducing Setbacks or buffers), or similar elements of site or building design, may be allowed, subject to administrative approval of a revised site plan. A minor modification must comply with all criteria below.
 - (a) The proposed modification would not create more than a ten percent (10%) increase in building footprint for the site above what the Planning Commission approved; however, not to exceed a total increase of one thousand (1,000) square feet for the building.
 - (b) The proposed modification does not increase the overall boundaries of the existing site.
 - (c) No additional parking or curb cuts are proposed, and the modification does not require additional parking or curb cut(s).

- (d) The proposed modification does not reduce existing parking, landscaping, setback, buffer requirements or any conditions as required by the previously approved Planning Approval or Planned Unit Development.
- (e) The proposed increase in building footprint does not encroach any closer to a residential boundary line than existing or approved buildings along the same property line.
- (f) All proposed modifications must fully comply with all other requirements of this Chapter

The determination of whether a proposed modification constitutes a minor change is subject to the criteria above and is in the sole discretion of the Director.

SECTION TWO. That paragraph B.2 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Major Modifications, section 64-5-8 of the Mobile City Code, is hereby amended by deleting paragraphs (d) (entitled "Appeals"), (e) (entitled "Expiration"), and (f) (entitled "Recording and recordkeeping").

SECTION THREE. That section 64-5-8 is hereby amended by adding the following subparagraphs:

- C. Expiration. If no construction permit is obtained to implement the approved modification within two (2) years after approval, the approved modification shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.
- D. Recording and Recordkeeping
 - 1. The modification, including all restrictions, conditions and site plan concerning the uses of the property shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review

and approval by the Director prior to recording. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Planned Development.

- E. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

SECTION FOUR. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION FIVE. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION SIX. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to **Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a.** of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

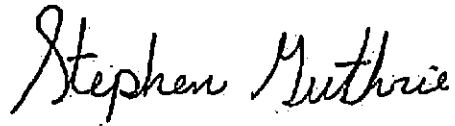
After discussion the Planning Commission also voted to recommend approval of amendments to **Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2.** of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development,” to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That paragraph B.1 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Minor Changes, section 64-5-8 of the Mobile City Code, be amended so that paragraph B.1 will then read in its entirety as follows:

B. Modifications

1. Minor changes. Landscaping and tree plantings, building elevation, building materials, parking lot design, screening fences or walls, building location (not reducing Setbacks or buffers), or similar elements of site or building design, may be allowed, subject to administrative approval of a revised site plan. A minor modification must comply with all criteria below.
 - (a) The proposed modification would not create more than a ten percent (10%) increase in building footprint for the site above what the Planning Commission approved; however, not to exceed a total increase of one thousand (1,000) square feet for the building.
 - (b) The proposed modification does not increase the overall boundaries of the existing site.
 - (c) No additional parking or curb cuts are proposed, and the modification does not require additional parking or curb cut(s).
 - (d) The proposed modification does not reduce existing parking, landscaping, setback, buffer requirements or any conditions as required by

the previously approved Planning Approval or Planned Unit Development.

- (e) The proposed increase in building footprint does not encroach any closer to a residential boundary line than existing or approved buildings along the same property line.
- (f) All proposed modifications must fully comply with all other requirements of this Chapter

The determination of whether a proposed modification constitutes a minor change is subject to the criteria above and is in the sole discretion of the Director.

That paragraph B.2 of the Previously Approved Planning Approvals and Planned Unit Developments section of the Unified Development Code, entitled Major Modifications, section 64-5-8 of the Mobile City Code, be amended by deleting paragraphs (d) (entitled "Appeals"), (e) (entitled "Expiration"), and (f) (entitled "Recording and recordkeeping").

That section 64-5-8 be amended by adding the following subparagraphs:

- C. Expiration. If no construction permit is obtained to implement the approved modification within two (2) years after approval, the approved modification shall expire, unless an extension request is filed with the Planning Commission prior to expiration, and subsequently approved by the City Council.
- D. Recording and Recordkeeping
 - 1. The modification, including all restrictions, conditions and site plan concerning the uses of the property shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review and approval by the Director prior to recording. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.
 - 2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the approved Planned Development.

- E. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsised amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 30th day of April 2025 in the Lagniappe.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendments to Article 5, Section 64-5-8.B.1. of the Unified Development Code establish additional criteria for determining what constitutes "Minor changes" to existing Planning Approvals and Planned Unit Developments.

The proposed amendments to Article 5, Section 64-5-8.B.2. of the Unified Development Code deletes existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for "Major Modifications" to existing Planning Approvals and Planned Unit Developments, and replaces them with new subparagraphs addressing those issues.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, May 22, 2025.

**AN ORDINANCE TO AMEND THE "RECORDING AND
RECORDKEEPING" REQUIREMENTS OF SECTIONS 64-5-5,
64-5-6, AND 64-5-7 OF THE UNIFIED DEVELOPMENT CODE**

Sponsored by Mayor William S. Stimpson

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

SECTION ONE. That paragraph H of the Rezoning and Text Amendments section of the Unified Development Code, entitled Recording and Recordkeeping, section 64-5-5 of the Mobile City Code, is hereby amended so that paragraph H now reads in its entirety as follows:

H. Recording and Recordkeeping.

1. Restrictions and conditions concerning the permissible uses of the property shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review and approval by the Director prior to recording. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to conform to the approved rezoning.

SECTION TWO. That paragraph I of the Conditional Use Permits section of the Unified Development Code, entitled Recording and Recordkeeping, section 64-5-6 of the Mobile City Code, is hereby amended so that paragraph I now reads in its entirety as follows:

I. Recording and Recordkeeping.

1. The Conditional Use Permit, including all restrictions and conditions concerning the uses of the property, shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review and approval by the Director prior to recording. A copy of the recorded document shall be provided to the director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to conform to the approved Conditional Use Permit.

SECTION THREE. That paragraph I of the Planned Development section of the Unified Development Code, entitled Recording and Recordkeeping, section 64-5-7 of the Mobile City Code, is hereby amended so that paragraph I now reads in its entirety as follows:

I. Recording and Recordkeeping.

1. The Planned Development, including all restrictions and conditions concerning the uses of the property shall be recorded in the Office of the Judge of Probate. The documents to be recorded shall be submitted for review and approval by the Director prior to recording. A copy of the recorded document shall be provided to the director. Any and all recording costs shall be borne by the Applicant.

2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to conform to the approved Planned Development.

SECTION FOUR. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION FIVE. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION SIX. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to **Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a.** of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

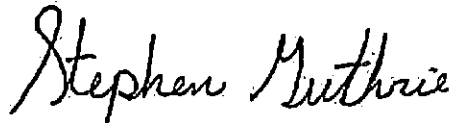
After discussion the Planning Commission also voted to recommend approval of amendments to **Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2.** of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development,” to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

RESOLUTION

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

Adopted:

City Clerk

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsis amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 27th day of May, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

That Article 5 of the Unified Development Code, Chapter 64, Article 5 of the Mobile City Code, be amended to add section 64-5-8.1 which will read in its entirety as follows:

**Section 64-5-8.1 Terminating a Previously Approved
Planned Unit Development**

- A. Applicability. This Section applies to any Application seeking to terminate a Planned Unit Development that was approved prior to the effective date of this Chapter.
- B. Initiation. An Application to terminate a Previously approved Planned Unit Development may be initiated by the property owner, or any authorized agent of the property owner, by filing a written Application with the Director. In the case of multiple owners, termination requires the consent of all owners.
- C. Previous conditions of approval. If a previously approved Planned Unit Development was subject to conditions or use restrictions, the applicant must simultaneously file a rezoning application incorporating any such conditions or use restrictions. The termination application and rezoning application must be filed concurrently.
 - 1. If a previously associated Rezoning Amendment included a condition limiting the rezoning approval to an approved Planned Unit Development, a Rezoning application to remove the condition must be submitted concurrently with the termination application.
- D. Notice. The following notice is required for termination of a Planned Unit Development.

Table 64-5-8.1.1 Type and Description of Notice— Terminating a Previously Approved Planned Unit Development

Notice: Mail

When: 15 days prior to hearing before the Planning Commission and the City Council

Where / To Whom / Additional Requirements:

- Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application.
- Applicant to furnish names and addresses.
- The Director or City Clerk as applicable, will mail the notices.
- First Class mail is sufficient.

Notice: Sign

When: Posted 15 days prior to hearing before the Planning Commission

Where / To Whom / Additional Requirements:

- Posted on subject Property.
- All signs must be posted in visible locations.

Notice: Publication

When: 15 days or 3 consecutive weeks prior to the hearing before the City Council

Where / To Whom / Additional Requirements:

- Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

1. Notice shall be given:

(a) Before the Planning Commission Hearing:

(1) Mail: Notice shall include the following information:

- a.** A synopsis of the proposal;
- b.** Time, date and place of the public hearing or meeting;
- c.** Telephone number for the Planning Department; and
- d.** The Planning Department's website address (URL).

(2) Sign

(b) Before the City Council Hearing:

- (1) Mail:** Notice shall include the following information:
 - a.** A synopsis of the proposal;
 - b.** Time, date and place of the public hearing or meeting;
 - c.** A telephone number for the City Council Office; and
 - d.** The City Council's website address (URL).
- (2) Publication** in accordance with the requirements of Alabama Code Section 11-52-77, as may amended.

E. Decision.

- 1. Administrative Review.** An Application to terminate an existing Planned Unit Development shall be filed with the Director. The Director shall transmit the Application with a report to the Planning Commission within forty-five (45) days after it is deemed complete.
- 2. Planning Commission Action**
 - (a)** If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission shall not consider the same or similar Application within a period of six (6) months.
 - (b)** An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.
 - (c)** Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within 15 days after the date of the public hearing.
- 3. City Council Action**

- (a) The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.
- (b) Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.
- (c) No action may be taken by the City Council until a public hearing has been held. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.
- (d) At the conclusion of the hearing, the City Council shall approve, approve with conditions, or deny the application.

4. Conditions

- (a) The City Council may attach appropriate conditions to mitigate any impact of the termination of the Planned Unit Development including conditions to carry forward those conditions, use restrictions and site plan requirements that were attached to the previously approved Planned Unit Development.
- (b) The City Council may require the submission and approval of a rezoning application to attach associated conditions to the zoning of the property as deemed necessary and appropriate.

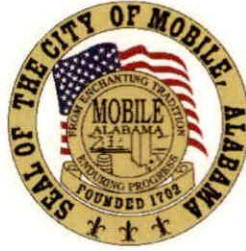
F. Approval Criteria. The Planning Commission shall not recommend a termination of a Previously approved Planned Unit Development for approval, and the City Council shall not approve the termination, unless the proposed termination:

- 1. Is consistent with all applicable requirements of this Chapter;
- 2. Is compatible with the character of the surrounding neighborhood;
- 3. Will not impede the orderly development and improvement of surrounding property;
- 4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.

- G. **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
- H. **Subsequent Applications.** The site subject to the Application shall not be considered again by the Planning Commission or City Council for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:
 - 1. The Application has been recommended for denial by the Planning Commission;
 - 2. The Application has been denied by the City Council,
 - 3. The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or
 - 4. The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.
- I. **Appeals.** Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.
- J. **Recording and Recordkeeping**
 - 1. The Ordinance adopted by the City Council approving the termination of the Planned Unit Development shall be recorded by the Applicant in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.
 - (a) The document shall be recorded within 90 days of the City Council's approval or the approval shall be null and void.
 - 2. Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to reflect the termination of the Planned Unit Development.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, May 22, 2025.



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 28, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the following amendments to Article 3, Article 5, and Article 8 of the Unified Development Code (UDC):

Parking and Loading

- Amendments to Article 3, Sections 64-3-12.A.1. and 64-3-12.B.1. of the UDC, adding paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

Neighborhood Meetings

- Amendments to Article 5, Section 64-5-4.C.2. of the UDC, adding a subparagraph to the Neighborhood Meetings section requiring notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings.
- Amendments to Article 5, Section 64-5-4.D. of the UDC, adding additional language to subparagraphs in the Neighborhood Meetings section to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings.

Recording and Recordkeeping

- Amendments to Article 5, Sections 64-5-5.H., 64-5-6.I. and 64-5-7.I., of the UDC, which establishes Recording and Recordkeeping requirements for Rezoning and Text Amendments, Conditional Use Permits, and Planned Developments, adding a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate.

Minor and Major Modifications

- Amendments to Article 5, Section 64-5-8.B.1. of the UDC, establishing additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments.
- Amendments to Article 5, Section 64-5-8.B.2. of the UDC, deleting existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replacing them with new subparagraphs addressing those issues.

Terminating a Planned Unit Development

- Amendment to Article 5 of the UDC, creating “Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development.” This new sub-section establishes the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Definitions

- Amendment to Article 8, Section 64-8-2 of the UDC, amending the definition of “Lot of Record” to change “1952” to “March 8, 1962.”

After discussion the Planning Commission voted to recommend approval of an amendment to **Article 3, Sections 64-3-12.A.1. and 64-3-12.B.a.** of the UDC to City Council to add paragraphs to the Parking and Loading requirements to establish a parking and loading facility exempt area between Water Street, the Mobile River, Beauregard Street, and Eslava Street.

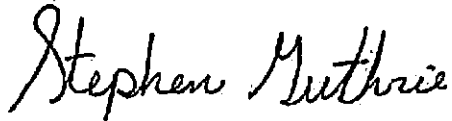
After discussion the Planning Commission also voted to recommend approval of amendments to **Article 5, Sections 64-5-4.C.2., 64-5-4.D., 64-5-5.H., 64-5-6.I., 64-5-7.I., 64-5-8.B.1., and 64-5-8.B.2.** of the UDC to City Council to:

- Add a subparagraph to the Neighborhood Meetings section, to require notification of the appropriate City Council representative and the Planning Department of proposed Neighborhood Meetings;
- To add additional language to subparagraphs in the Neighborhood Meetings section, to clarify the time of day for Neighborhood Meetings, the minimum length of time for Neighborhood Meetings, and the location of Neighborhood Meetings;
- To add a requirement that documents must be submitted to the Planning Department for review and approval prior to recording in the Office of the Judge of Probate;
- To establish additional criteria for determining what constitutes “Minor changes” to existing Planning Approvals and Planned Unit Developments;
- To delete existing paragraphs regarding Appeals, Expiration, and Recording and Recordkeeping for “Major Modifications” to existing Planning Approvals and Planned Unit Developments and replace them with new subparagraphs addressing those issues; and,

- To create "Section 64-5-8.1 Terminating a Previously Approved Planned Unit Development," to establish the applicability, notification, Planning Commission and City Council decision and approval criteria, recording requirements to terminate a previously approved Planned Unit Development, and requirements to maintain any conditions or use restrictions associated with a previously approved Planned Unit Development.

Lastly, after discussion the Planning Commission voted to recommend approval of an amendment to **Article 8, Section 64-8-2** of the UDC to City Council, to amend the definition of "Lot of Record" to change "1952" to "March 8, 1962."

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
CODE, CHAPTER 64 OF THE MOBILE CITY CODE, BY ADDING
PROCEDURES FOR TERMINATING A PREVIOUSLY APPROVED
PLANNED UNIT DEVELOPMENT

Sponsored by Mayor William S. Stimpson

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

SECTION ONE: That Article 5 of the Unified Development Code,
Chapter 64, Article 5 of the Mobile City Code, be and the same hereby is
amended to add section 64-5-8.1 which will read in its entirety as follows:

**Section 64-5-8.1 Terminating a Previously Approved
Planned Unit Development**

- A. Applicability. This Section applies to any Application seeking to terminate a Planned Unit Development that was approved prior to the effective date of this Chapter.
- B. Initiation. An Application to terminate a Previously approved Planned Unit Development may be initiated by the property owner, or any authorized agent of the property owner, by filing a written Application with the Director. In the case of multiple owners, termination requires the consent of all owners.
- C. Previous conditions of approval. If a previously approved Planned Unit Development was subject to conditions or use restrictions, the applicant must simultaneously file a rezoning application incorporating any such conditions or use restrictions. The

termination application and rezoning application must be filed concurrently.

1. If a previously associated Rezoning Amendment included a condition limiting the rezoning approval to an approved Planned Unit Development, a Rezoning application to remove the condition must be submitted concurrently with the termination application.

D. Notice. The following notice is required for termination of a Planned Unit Development.

Table 64-5-8.1.1 Type and Description of Notice—Terminating a Previously Approved Planned Unit Development

Notice	When	Where / To Whom / Additional Requirements
Mail	15 days prior to hearing before the Planning Commission and the City Council	• Mailed notice to each owner of property which either abuts or lies within 300 feet of the property the subject of the Application. • Applicant to furnish names and addresses. • The Director or City Clerk as applicable, will mail the notices. • First Class mail is sufficient.
Sign	Posted 15 days prior to hearing before the Planning Commission	• Posted on subject Property. • All signs must be posted in visible locations.
Publication	15 days or 3 consecutive weeks prior to the hearing before the City Council	• Newspaper of general circulation in the City, per Code of Ala. § 11-52-77.

1. Notice shall be given:

(a) Before the Planning Commission Hearing:

(1) Mail: Notice shall include the following information:

- a. A synopsis of the proposal;
- b. Time, date and place of the public hearing or meeting;

- c.** Telephone number for the Planning Department; and
- d.** The Planning Department's website address (URL).

(2) Sign

(b) Before the City Council Hearing:

(1) Mail: Notice shall include the following information:

- a.** A synopsis of the proposal;
- b.** Time, date and place of the public hearing or meeting;
- c.** A telephone number for the City Council Office; and
- d.** The City Council's website address (URL).

(2) Publication in accordance with the requirements of Alabama Code Section 11-52-77, as may amended.

E. Decision.

- 1. Administrative Review.** An Application to terminate an existing Planned Unit Development shall be filed with the Director. The Director shall transmit the Application with a report to the Planning

Commission within forty-five (45) days after it is deemed complete.

2. Planning Commission Action

- (a)** If an Application is withdrawn after notice for a public hearing has been sent, then the Planning Commission shall not consider the same or similar Application within a period of six (6) months.
- (b)** An Application may receive a maximum one (1) holdover request and the Applicant shall be responsible for any costs incurred for re-notification of property owners.
- (c)** Following the public hearing, the Planning Commission shall prepare a record of its proceedings and recommend that the Application be approved, approved with conditions, or denied. The Planning Commission recommendation shall be filed with the City Council within 15 days after the date of the public hearing.

3. City Council Action

- (a)** The Council shall not take action on the Application until the Council receives the Planning Commission's final report and recommendation.

- (b)** Within thirty (30) days of receipt of the Planning Commission's final report and recommendation, the City Council shall place the item on its agenda for the scheduling of a public hearing.
- (c)** No action may be taken by the City Council until a public hearing has been held. The City Clerk shall notify the Applicant of the time and place of the public hearing and give public notice as required by this Chapter.
- (d)** At the conclusion of the hearing, the City Council shall approve, approve with conditions, or deny the application.

4. Conditions

- (a)** The City Council may attach appropriate conditions to mitigate any impact of the termination of the Planned Unit Development including conditions to carry forward those conditions, use restrictions and site plan requirements that were attached to the previously approved Planned Unit Development.
- (b)** The City Council may require the submission and approval of a rezoning application to attach associated conditions

to the zoning of the property as deemed necessary and appropriate.

F. Approval Criteria. The Planning Commission shall not recommend a termination of a Previously approved Planned Unit Development for approval, and the City Council shall not approve the termination, unless the proposed termination:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood.

G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

H. Subsequent Applications. The site subject to the Application shall not be considered again by the Planning Commission or City Council for at least six (6) months from the date the Application was denied or the date of withdrawal if any of the following applies:

1. The Application has been recommended for denial by the Planning Commission;

- 2.** The Application has been denied by the City Council,
- 3.** The Application has been formally noticed for public hearing with the Planning Commission but is subsequently withdrawn; or
- 4.** The Application has been formally noticed for public hearing with the City Council but is subsequently withdrawn.

I. Appeals. Appeal of any City Council action may be made to the Mobile County Circuit Court within forty-two (42) days of the date of the Council Action.

J. Recording and Recordkeeping

- 1.** The Ordinance adopted by the City Council approving the termination of the Planned Unit Development shall be recorded by the Applicant in the Office of the Judge of Probate. A copy of the recorded document shall be provided to the Director. Any and all recording costs shall be borne by the Applicant.

(a) The document shall be recorded within 90 days of the City Council's approval or the approval shall be null and void.

- 2.** Upon receipt of the recorded document, the Director shall revise the applicable map layers in the City of Mobile Geographic Information Systems (GIS) to

reflect the termination of the Planned Unit Development.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

SECTION FOUR. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET** described as:

**LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L
CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS
RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT
SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS
IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002**

Parcel Number: 29 06 13 0 002 030

Last Assessed to: REED TANISHA LAVARRA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written next to the name Gary Jackson.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET**. OWNED BY OR MAY HAVE AN INTEREST: **REED TANISHA LAVARRA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 030

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1213 CHINQUAPIN ST

Property Details

PARCEL KEYX	00717031	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 02/06/2025

Property Address: 1213 Chinquapin f/k/a Chinquepin Street **District No:** 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.





MAR 24 2025











Affidavit of Mailed Notice



March 24, 2025

State of Alabama
County of Mobile

Subject Property – 1213 Chinquapin Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

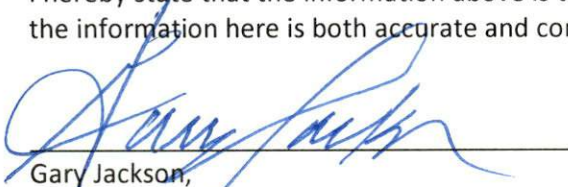
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Tanisha Lavarra Reed
1213 Chinquepin Street
Mobile, AL 36603-57053

February 13, 2025

RE: **1213 Chinquapin f/k/a Chinquepin Street**
Project Number: ME-129-24

Dear Tanisha Lavarra Reed:

On February 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1213 Chinquapin f/k/a Chinquepin Street.

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

**LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L
CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS
RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT
SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS
IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002**

Parcel Number: 29 06 13 0 002 030

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a

structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 30, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

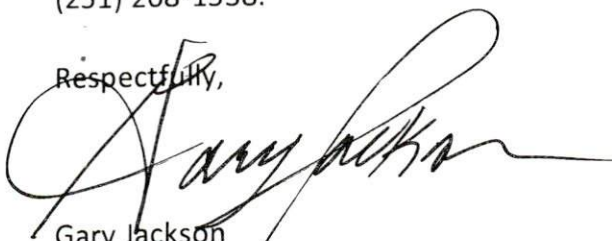
- IV. **NOTICE** is hereby given that on **April 2, 2025 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: UPDATE 1213 Chinquepin Street

Date: Original date – 8/26/2022

Update – 12/5/2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 5, 2024

Per the Title Report, the owner is: NEW – Fee simple is vested in Tanisha Lavarra Reed

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Tanisha Lavarra Reed
1213 Chinquepin St
Mobile AL 36603-5705 | Subject/location address – LexisNexis address
good 9/2023 – Phone numbers are 251-622-0379,
251-214-2210 and 251-476-2528 good 2024 |
| 2 | Tanisha Lavarra Reed
201 Cooper Ave
Mobile AL 36613-2528 | Zip Code Lookup shows both Mobile and Eight Mile
Alabama as the city – LexisNexis address is good
8/2024 – Warranty Deed address is the same
(Mobile) |
| 3 | Tanisha Lavarra Reed
706 Fisher St
Mobile AL 36607-1217 | LexisNexis address good 8/2024 |

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Tanisha Lavarra Reed, filed 9/10/2024, recorded
10/10/2024, instrument number 2024064813



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To execute an agreement with Solid Waste Disposal Authority of Baldwin County Alabama to expend public funds for a public purpose served thereby to financially support the operations of SWDABCA in the geographical area of the City of Mobile for environmental enforcement and management.

Amount of Contract:

90000

Funding Source

10042086-42060

ATTACHMENTS:

1. Intergovernmental Agreement SWDA and City of Mobile
2. Solid Waste Disposal Authority of Baldwin County Resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF MOBILE AND
THE SOLID WASTE DISPOSAL AUTHORITY OF BALDWIN COUNTY ALABAMA**

This Intergovernmental Agreement ("Agreement") made and entered into on the date last signed below by and between the **City of Mobile**, a Municipal Corporation of the State of Alabama ("City"), and **Solid Waste Disposal Authority of Baldwin County, Inc** a public, nonprofit corporation authorized by application through the Baldwin County Commission of Baldwin County, Alabama, a body corporate, politic and political subdivision of the State of Alabama ("Authority").

RECITALS

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements for the public benefit; and

WHEREAS the City operates Recycling Drop-Off Centers which are strategically located in Mobile, Alabama, and at which individuals may deposit recyclable materials which have been removed from the City's solid waste stream; and

WHEREAS the recyclable materials collected in the City must be processed and sorted into separate commodities to facilitate their resale so that the recyclable materials may be recycled and put to beneficial use; and

WHEREAS, the Authority operates a Materials Recovery Facility ("MRF") in Baldwin County, Alabama, which processes recyclable materials;

WHEREAS, the Authority is a public corporation organized and existing under the provisions of the Alabama Solid Waste Disposal Authority Act, Ala. Code § 11-89A-1 et seq., as authorized by the Baldwin County Commission; and

WHEREAS the City finds it beneficial and in furtherance of public purpose to deliver the recyclable materials which have been removed from the City's solid waste stream and collected at its Recycling Drop-off Centers during the term of the agreement to the Authority so that the recyclable materials may be processed, segregated into recyclable commodities, and put to beneficial use; and

WHEREAS the Parties desire to clarify the terms and conditions under which the City may deliver, and the Authority may accept recyclable materials collected by the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, the City and the Authority do hereby agree as follows:

1. RECITALS

The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. DEFINITIONS. The following definitions shall apply to this Agreement:

- A. *Recyclable Materials*: Materials that the Authority can collect that can be processed and manufactured into new products after they have been used, including without limitation plastics #1-7, mixed paper, cardboard and other fiber, aluminum, steel and tin.
- B. *Single Stream Recyclables*: used herein shall be defined as the following items: aluminum cans, steel cans, tin cans, mixed paper, plastic (types 1-7), and cardboard. These Items can be either mixed or separated.
- C. *Excluded Materials*: Any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical, hazardous waste, industrial solid waste, or toxic substances; or material, garbage, or household waste, as defined by, characterized or listed under applicable federal, state, or local laws or regulations.
- D. *Contaminated Recyclables*: used herein shall be defined as any recyclable materials comingled with municipal solid waste. The Authority will not process any recyclables contaminated with municipal solid waste.

3. TERM

The initial term of this agreement shall commence immediately upon execution by both the City and the Authority and shall continue for a period of three (3) years or thirty-six (36) months, subject to annual appropriation by the Mobile City Council. Thereafter, the Parties may extend the term for two additional one-year periods upon mutual written agreement signed by both parties.

4. COMPENSATION

The City shall compensate the Authority for services rendered under this Agreement in accordance with the fee schedule set forth in Exhibit A, attached hereto and incorporated herein by reference. Compensation shall be calculated as follows: (i) at a flat rate of Forty-Three and No/100 Dollars (\$43.00) per ton for Commodity – Out of County – Single Stream Commercial materials, (ii) at a flat rate of Twenty-Five and No/100 Dollars (\$25.00) per ton for contaminated recyclables, and (iii) at a flat rate of Twenty and No/100 Dollars (\$20.00) per ton for separated commodities, including aluminum cans, plastics types 1–7, mixed paper, and cardboard, with all weights to be determined at the scale house operated by the Authority. In no event shall the total annual compensation due to the Authority under this Agreement exceed Ninety Thousand and No/100 Dollars (\$90,000.00) without a formal amendment executed by both parties. Provided, however, that (i) the City shall be solely responsible for tracking the total annual compensation due to the Authority under this Agreement, and (ii) nothing herein shall be deemed to excuse payment by the City should the City continue to deliver Recyclable Materials to the Authority after exceeding said \$90,000 limitation. Exhibit A, including the fee schedule contained therein, may be modified or amended only by written agreement executed

by duly authorized representatives of both the City and the Authority. No verbal modifications, agreements, or representations shall be effective to alter or amend the terms of Exhibit A.

5. BILLING

The Authority shall send a bill to the City within fifteen (15) calendar days of the end of each month of the calendar year which reflects all charges to the City pursuant to paragraph 4., above. All charges shall be paid by the City within thirty (30) days of undisputed invoice receipt.

6. OBLIGATIONS OF THE AUTHORITY

Beginning on the effective date and throughout the term of this Agreement, Authority agrees to accept all Recyclable Materials delivered by the City with the exception of "Excluded Materials" and "Contaminated Recyclable" Materials as defined herein above.

7. OBLIGATIONS OF THE CITY

The City agrees to familiarize itself with the Authority's published policies concerning Recyclable Materials. The City further agrees to the following in exchange for delivering recyclable materials to the Materials Recovery Facility operated by the Authority:

A. Recyclable Materials.

The City agrees to deliver (including through its contractors or agents, as the case may be) Recyclable Materials to the MRF and to pay the Authority according to the schedule attached hereto as Exhibit A. Title to recyclable materials shall pass to the Authority when they are deposited at the MFR.

Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama, including without limitation §§ 11-47-190 and 11-93-2, Ala. Code 1975.

B. Contamination

The City agrees to only deliver Recyclable Materials to the MRF. The City agrees not to deposit or permit the deposit at the MRF of any Excluded Materials. The City will take all reasonable steps to ensure that only Recyclable Materials will be delivered to the MRF. Title to and liability for Excluded Materials shall remain with City at all times. The Authority is under no obligation to accept Recyclable Materials which are contaminated by Excluded Materials and, in its sole and absolute discretion, can reject any delivery of Recyclable Materials that are contaminated. City understands that it is subject to additional charges for delivering contaminated Recyclable Materials as set forth in the Authority's policies. Nothing contained herein shall be construed as a waiver of any rights, defenses, or immunities available to the City under the Constitution and laws of the State of Alabama, including without limitation §§ 11-47-190 and 11-93-2, Ala. Code 1975

8. COMPLIANCE WITH LAW AND PROCEDURE

The Authority and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle recyclable material in its control in a safe and workmanlike manner and in full compliance with Applicable Law. The Authority shall maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the Materials Recycling Facility.

A. Notice of Legal Noncompliance:

In the event either Party becomes aware of any actual or potential noncompliance with any applicable law, regulation, permit, license, or governmental order that would materially affect the performance of this Agreement, such Party shall promptly notify the other Party in writing. The notice shall describe the nature of the noncompliance, its potential impact on the performance of this Agreement, and the corrective actions, if any, being undertaken to address the issue.

9. INDEMNIFICATION

- A. **Authority Indemnity.** The Authority shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) **to the extent caused by the negligent or willful acts or omissions of the Authority, its employees, contractors, or invitees** in connection with this Agreement.
- B. **City Indemnity.** The City shall indemnify, defend, and hold harmless the Authority, its board members, officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) **to the extent caused by the negligent or willful acts or omissions of the City, its employees, contractors, or invitees** in connection with this Agreement, including without limitation claims, demands, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) caused by the inclusion of Excluded Materials in the Recyclable Materials.
- C. **Statutory Limits Preserved.** Nothing in this Section shall be construed as a waiver of any defenses, immunities, or limitations of liability available to either party under **§§ 11-47-190 or 11-93-1 et seq., Code of Alabama (1975)**, or other applicable law; all such protections are expressly preserved.
- D. **Procedure.** A party seeking indemnification shall give the other prompt written notice of any claim and reasonable cooperation in the defense. The indemnifying party shall not settle any claim in a manner that imposes non-monetary obligations on the indemnified party without its prior written consent.

10. TERMINATION.

The Parties shall have the right to terminate this Agreement upon thirty (30) calendar day's written notice if, in the Parties sole discretion, the services provided herein become economically infeasible for any reason, including, without limitation, a lack of subscribers, a material change in operational costs, a material change in the value of Recyclable Materials, or a change in applicable laws, ordinances, rules or regulations which frustrate the purpose of this Agreement.

11. EVENTS OF DEFAULT

A Party shall be in default of this Agreement only upon the expiration of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, has rectified the particulars specified in said notice of default within the specified time period; provided, however, that such Party shall not be deemed to be in default if such failure [except a failure to pay money] cannot be rectified within said thirty (30) calendar day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

12. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Agreement is Robert Lasky, Executive Director of Public Safety or the Director's designated representative, Lance Slater, Capital Improvement Project Manager.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
Executive Director of Public Works
P.O. Box 1827
Mobile AL, 36633-1827

AUTHORITY:
The Solid Waste Disposal Authority
of Baldwin County, Inc.
c/o Terri Graham
As: Chief Executive Officer
15093 Landfill Drive
Summerdale, AL 36580

ATTN: Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

- C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

13. FORCE MAJEURE

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

14. ASSIGNMENT

This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered under any circumstances by any Party without the prior written consent of all other Parties. Any attempted assignment without consent shall be void.

15. RELATIONSHIP

In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party will be deemed to be an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other, (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so, or (c) make commitments or incur any charges or expenses for or in the name of the other. Neither the Customer's personnel nor the Authority's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall be in Baldwin County, Alabama.

17. SEVERABILITY

The provisions of this Agreement are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

18. COMPLIANCE WITH IMMIGRATION LAW

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

19. COMPLETE AGREEMENT

This Agreement and any exhibits hereto set out the complete terms and conditions agreed upon by the parties. No amendment, modification, or supplement of any provision of this Agreement or any exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the parties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Materials Recovery Facility Agreement as follows:

SOLID WASTE DISPOSAL AUTHORITY OF BALDWIN COUNTY, ALABAMA, INC.

Terri Graham 5.14.25

BY: TERRI GRAHAM /DATE

CHIEF EXECUTIVE OFFICER

ATTEST:

Kelly L. DiAngelo 5.14.25

(State of Alabama)

(County of Baldwin)

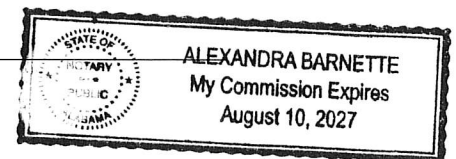
I, Alexandra B. Barnette, Notary Public in and for said County, in said State, hereby certify that, Terri Graham, whose name as Chief Executive Officer of Solid Waste Disposal Authority of Baldwin County, Alabama, Inc. who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, they executed the same on behalf of said authority.

Given under my hand and official seal, this the 14th day of May, 2025.

Alexandra B. Barnette

Notary Public

My Commission Expires:



CITY OF MOBILE

By: _____
William S. Stimpson, Mayor
Date: _____

ATTEST:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the City of Mobile and the Solid Waste Disposal Authority of Baldwin County Alabama, attached hereto or one with wording substantially similar, and made apart hereof, as thou set forth in full, to expend public funds for public purpose served thereby to financially support the operations of SWDABC in the geographical area of the City of Mobile for environmental enforcement and management, and to take such further action necessary to effectuate the Agreement. A copy of said contract is on file in the office of the City Clerk.

Adopted: _____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Extend WAVE Transit services for 90 days.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution To Extend TransDev (First Transit) Contract
2. Resolution To Extend TransDev (First Transit) Contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the current transit services contract between the City of Mobile and TransDev (formerly First Transit) expires on June 30, 2025; and

WHEREAS, the city is currently reviewing its transit service and evaluating opportunities for improvements to its public transportation; and

WHEREAS, TransDev is a valuable partner to the city and will be engaged in the transit system evaluation process; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the City of Mobile hereby agrees to extend by ninety (90) days the existing contract between the City of Mobile and TransDev (formerly First Transit) by amending the expiration date of the existing contract from June 30, 2025, to September 30, 2025. All other language and provisions within the contract shall remain unchanged and in force.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the current transit services contract between the City of Mobile and TransDev (formerly First Transit) expires on June 30, 2025; and

WHEREAS, the city is currently reviewing its transit service and evaluating opportunities for improvements to its public transportation; and

WHEREAS, TransDev is a valuable partner to the city and will be engaged in the transit system evaluation process; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the City of Mobile hereby agrees to extend by ninety (90) days the existing contract between the City of Mobile and TransDev (formerly First Transit) by amending the expiration date of the existing contract from June 30, 2025, to September 30, 2025. All other language and provisions within the contract shall remain unchanged and in force.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5388



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

The attached construction engineering and inspection services contract is between McCrory & Williams, Inc. and the City of Mobile for the amount of \$90,000.00. The scope of work for this project is to redevelop exiting drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural and aesthetically pleasing. This scope of work for this contract is to provide construction inspection services for the Stormwater Improvement portion of the construction contract currently working through the approval process.

Amount of Contract:

\$90,000

Funding Source

C0647

ATTACHMENTS:

1. Cover Letter Langan Stormwater CE&I
2. Langan Stormwater CE&I_Agreement_RESOLUTION
3. Stormwater MCW CEI Contract(VS CLEAN 5.20.25)
4. Langan Lake Proposal for Stormwater Improvements CEI
5. Capital Contract Summary Sheet Langan CE&I

REVIEWERS:

Lana Gauthier

Lana Gauthier

May 21, 2025



Dear Councilmembers:

The attached construction engineering and inspection services contract is between McCrory & Williams, Inc. and the City of Mobile for the amount of \$90,000.00. The scope of work for this project is to redevelop exiting drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural and aesthetically pleasing. This scope of work for this contract is to provide construction inspection services for the Stormwater Improvement portion of the construction contract currently working through the approval process.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Name of Company: McCrory & Williams, Inc.

Project Name: Langan Park Stormwater Improvements
COM Project No. 2021-2045-01

Cost: \$90,000.00

Adopted:

City Clerk



**LANGAN PARK STORM WATER:
CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

PROJECT NO. 2021-2045-01

**ENGINEER:
MCCRORY & WILLIAMS, INC.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCrorry & Williams, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

ADEM – Alabama Department of Environmental Management

CITY – City of Mobile, Alabama; Programs & Project Management

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCrary & Williams, Inc.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

MATERIAL TESTING FIRM - An authorized firm, hired by the City, to perform laboratory services and testing of materials.

NOTICE TO PROCEED – A written notice to proceed issued by the PROJECT MANAGER either for the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

PROJECT – Langan Park Storm Water: Construction Engineering and Inspection SERVICES, Project No. 2021-2045-01. This CONTRACT is for civil engineering, construction inspection and administration, for redevelopment and modernization of existing drainage features within Langan Park to handle storm water volumes by implementing low impact development and green infrastructure practices that mimic methods that are more natural to treating and infiltrating stormwater (See Exhibit A for approximate locations).

PROPOSAL – The proposal attached in Exhibit C dated April 25, 2025, outlining professional services that will be provided and the estimated cost of the PROJECT as determined and provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER – An individual designated by the CITY OF MOBILE as PROJECT MANAGER in the Programs & Project Management Department

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

TECHNICAL SPECIFICATIONS – Technical specifications written for this PROJECT and provided by the ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the TECHNICAL SPECIFICATIONS provided for the project, and STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required

under this CONTRACT will be performed in accordance with these specifications, standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for this project consists of the Construction Phase and Closeout Phase.

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

- c. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a material testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- f. The ENGINEER shall have a copy of and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and

Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Project Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
- j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The CITY or ENGINEER shall stop the PROJECT at any time if the equipment is not in accordance with TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR with each monthly estimate.

- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly calendar day charge must be resolved immediately. Discrepancies not resolved within ten (10) calendar days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly calendar day charge within ten (10) calendar days of the original report date, such monthly calendar day charge shall be deemed accepted by the CONTRACTOR. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work and time charges can resume.
- c. The ENGINEER will upload daily updates including progress photos to E-Builder.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) calendar days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) calendar days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation

shall be negotiated at the time of termination and as based on Section V.A, “ed Services”. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY’s convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive calendar days, the ENGINEER may terminate this CONTRACT by giving thirty (30) calendar days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors, and assigns to the other party in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY’S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER’s duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER’s liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney’s fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the cost stated in the PROPOSAL and rates stated in the ENGINEER’S Hourly Rates, which is incorporated into this Agreement in Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the PROPOSAL and the ENGINEER’S Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT.
 - b. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the

construction, which such percentage of completion shall be determined by the PROJECT MANAGER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$90,000.00 (Ninety Thousand Dollars and Zero Cents).

- c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
- d. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

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

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of AGREEMENT forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City funds.

IX. ANTI-BOYCOTT

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

X. NON-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile. Training will be provided by City of Mobile staff should the need arise.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is _____

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile

c/o Cody Reed, P.E.

As: City's Authorized Agent

P.O Box 1827

Mobile AL 36633

ENGINEER:

McCrary & Williams, Inc.

c/o Carah Vuncannon P.E.

Engineer's Authorized Agent

3207 International Drive, Suite G

Mobile, AL 36606

C. Any change in the City's Department Head or the ENGINEER'S Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) misuse of funds allocated for specific tasks or deliverables, 25) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 26) failure to maintain adequate security measures for sensitive information or physical assets, 27) failure to address health and safety violations that result in injury or property damage, 28) providing false claims for payments, reimbursements, or change orders, 29) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 30) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the ENGINEER to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the ENGINEER's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XIX. MISCELLANEOUS

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

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

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

D. Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this AGREEMENT.

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

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

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

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

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This CONTRACT embodies the entire agreement and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Signature Page to follow]

CITY OF MOBILE, A Municipal Corporation



MCCRORY & WILLIAMS, INC

By: Carah Vuncannon

Print: CARAH VUNCANNON

Its: President

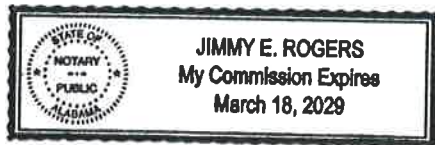
Address: 3207 International Drive
Suite G
Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, Jimmy E. Rogers, a Notary Public in and for said State and County, hereby
certify that CARAH VUNCANNON, whose name as President of
MCCRORY & WILLIAMS, INC is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 21st day of MAY, 2025



Jimmy E. Rogers
NOTARY PUBLIC

My Commission Expires: 3/18/2029

ATTEST:

By: _____
William S. Stimpson
Mayor

By: _____
It's City Clerk

Print: _____

EXHIBIT A:
PROJECT LOCATION



EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **LANGAN PARK STORMWATER IMPROVEMENTS**, City of Mobile Project No. **2021-2045-01**

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **\$916,949.00** [Nine Hundred Sixteen Thousand Nine Hundred Forty-Nine Dollars and No Cents].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed **\$90,000.00** [Ninety Thousand Dollars and Zero Cents], unless authorized by the CITY.

CITY DISTRICT: District 7

FUNDING SOURCE: ADEM & City Capitol

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

April 25, 2025

Programs and Project Management
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

Attn: Ms. Jennifer Greene

RE: Langan Park Stormwater Improvements
 COM Project No. 2021-2045-01
 Proposal for CEI Services

Dear Ms. Greene:

As per your request in our recent discussions, we are providing this proposal related to the above referenced project. Our estimated fee below is for the construction engineering and inspection (CEI) services of the Langan Lake Stormwater Improvements project. Also included in our scope of work are bid phase services and project closeout phase services.

We can provide these services for a fee not-to-exceed \$90,000.00. A copy of our 2025 hourly billing rate sheet is attached.

Thank you for the opportunity to provide our services on this project. If you have any questions or need for further discussion, please feel free to contact me at any time.

Sincerely,

McCrory & Williams, Inc.



Carah Vuncannon, P.E.

McCrary Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	\$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$145.00 PER HOUR
ENGINEER	\$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$85.00 PER HOUR
<u>SURVEY CREW</u>	
2-MAN CREW	\$135.00 PER HOUR
3-MAN CREW	\$165.00 PER HOUR
4-MAN CREW	\$185.00 PER HOUR
5-MAN CREW	\$220.00 PER HOUR
CLERICAL	\$70.00 PER HOUR
MILEAGE	\$.70 PER MILE

EXHIBIT D:
PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
 - Hard Copy
 - CADD File
 - PDF
- Hard Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- Electronic (Word) copy of the Contract Documents
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant

EXHIBIT E:

INSURANCE CERTIFICATIONS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2025

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

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

PRODUCER StateFarm Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527		CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 E-MAIL: Lad@LadDragoInsurance.com ADDRESS: Lad@LadDragoInsurance.com		FAX (A/C, No): 251-243-4174	
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: State Farm Fire and Casualty Company 25143 INSURER C: ☐ INSURER D: ☐ INSURER E: ☐ INSURER F: ☐			

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	03/06/2025 03/10/2025 04/01/2025 02/21/2025	09/06/2025 09/10/2025 10/01/2025 08/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	93-B7-T512-6	08/08/2024	08/08/2025	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	10/10/2024	10/10/2025	Combined Single Limit 1,000,000

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

Project Name: Langan Park Storm Water CEI Services

Project Number: 2021-2045-01

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

CERTIFICATE HOLDER

City of Mobile PO Box 1827 Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Katie Normant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2025

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PRODUCER RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com	
INSURED McCrory & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley America Insurance Company, Inc. NAIC # 16510 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim \$2,000,000 Aggregate \$2,000,000

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

Project: Langan Park Stormwater: Construction Engineering and Inspection Services
Project No.: 2021-2045-01

Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER City of Mobile P.O. Box 180249 Mobile AL 36618-0249	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT F:
SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VUCCANON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY & W. H. AMES, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McCRORY & W. H. AMES, INC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said McCRORY & W. H. AMES, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

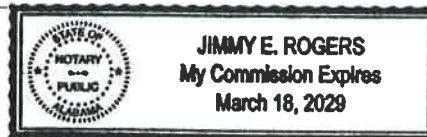
Carah Vuccanon

CEO of McCRORY & WILLIAMS, INC.

Sworn to and subscribed before me this the 21ST day of MAY, 2025.

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

Jimmy E. Rogers
Signature and Seal of Notary Public





Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrorry & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that

- contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9

- process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer

- should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

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

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **McCrory & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification

Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: 541

Administrator:

Number of Employees: 20 to 99

Number of Sites Verified
for: 2

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

- ALABAMA 2 site(s)

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

Name: Teresa B Dorriety
Telephone Number: (251) 476 - 4720
E-mail Address: tdorriety@mcwinc.com

Fax Number: (251) 476 - 4721

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or

P.O. Box 1948
Mobile, AL 36633

DBE Compliance
DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:	YES	NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:			
This report is for the month of: (CHECK ONE):		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC FINAL
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
	\$	\$	\$	OFFICE USE ONLY (Verification)	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

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

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	McCRORY & WILLIAMS INC
Address	3207 INTERNATIONAL DRIVE SUITE C MOBILE AL 36606
Telephone	251-476-4720
E-Mail	CVUNCAANON@MCWILLIAMS.COM

RFP/RFO Solicitation Number	2021-2045-01
Project Description	LANGAN PARK STORMWATER CFT SERVICES
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 21 Female 6 Minority 4 Non-minority 23 SDVO
Total # of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCAANON Date: 05-21-2025
Signature: [Signature]
Title: Pres; Dept

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: JANITA FINCH Title: DBE COORDINATOR
Email: jfinch@mcwilliams.com Phone: 251-476-4720



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

I intend to use the following subcontractors: (Attach additional pages if necessary)

Page 3 of 5
Subcontractor/Supplier Plan rev. 7/29/2021

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

April 25, 2025

Programs and Project Management
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827

Attn: Ms. Jennifer Greene

RE: Langan Park Stormwater Improvements
COM Project No. 2021-2045-01
Proposal for CEI Services

Dear Ms. Greene:

As per your request in our recent discussions, we are providing this proposal related to the above referenced project. Our estimated fee below is for the construction engineering and inspection (CEI) services of the Langan Lake Stormwater Improvements project. Also included in our scope of work are bid phase services and project closeout phase services.

We can provide these services for a fee not-to-exceed \$90,000.00. A copy of our 2025 hourly billing rate sheet is attached.

Thank you for the opportunity to provide our services on this project. If you have any questions or need for further discussion, please feel free to contact me at any time.

Sincerely,

McCrory & Williams, Inc.



Carah Vuncannon, P.E.

McCrary Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	\$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$145.00 PER HOUR
ENGINEER	\$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$85.00 PER HOUR
<u>SURVEY CREW</u>	
2-MAN CREW	\$135.00 PER HOUR
3-MAN CREW	\$165.00 PER HOUR
4-MAN CREW	\$185.00 PER HOUR
5-MAN CREW	\$220.00 PER HOUR
CLERICAL	\$70.00 PER HOUR
MILEAGE	\$.70 PER MILE

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Langan Park Stormwater Improvements CE&I

PROJECT # C0647 DATE OF RECEIPT 05/21/2025

PROJECT DESCRIPTION Construction Engineering & Inspection for the
Langan Park Stormwater Improvement project

CONTRACT AMOUNT \$90,000

VENDOR NAME McCrory & Williams, Inc.

VENDOR NUMBER 132093

DEPT # 2045 DEPT NAME PPM

CONTRACT ADMINISTRATOR Cody Reed

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% ___ or If
different, indicate special rate _____

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

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

Prepared by:  Date 05/21/2025

Revised 11/14/2019 Marilyn McMillan



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claims; Mansilla

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Roxana Mansilla

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Roxana Mansilla, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Valderrama

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Valderrama Manuel

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Manuel Valderrama, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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

Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: Brothers Quick Mart, Inc.

Location: Brothers Quick Mart
1051 Dauphin Island Parkway
Mobile, AL 36605

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

ERIC C. GANDY

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	TRANSFER - OWNERSHIP	2025 - 5731	131664	3	June 10, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROTHERS QUICK MART INC

Trade Name (DBA)

BROTHERS QUICK MART

Location Address

1051 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	TRANSFER - OWNERSHIP	2025 - 5731	131664	3	June 10, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROTHERS QUICK MART INC

Trade Name (DBA)

BROTHERS QUICK MART

Location Address

1051 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	TRANSFER - OWNERSHIP	2025 - 5731	131664	3	June 10, 2025

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROTHERS QUICK MART INC

Trade Name (DBA)

BROTHERS QUICK MART

Location Address

1051 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36605

Contact Person Information				
Name	Title	POA	Phone	Email
BIBI JAMAL	OWNER			BROTHERSQUICKMART@GMAIL.COM

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

What is/was the start date of this business? 04/01/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 05/27/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5731	License Account # 131664	Council District 3	Council Agenda Date June 10, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name BROTHERS QUICK MART INC			Trade Name (DBA) BROTHERS QUICK MART		
Business Structure Type CORP - CORPORATION		Incorporation Date 02/28/2025	SOS Entity ID 001-178-138	State AL	County MOBILE
Federal Tax ID (FEIN) 33-3721827	Alabama State Sales Tax ID R012389962		Business Phone Number 1, - - - - -		
Physical Address (Street Address, Suite #) 1051 DAUPHIN ISLAND PKWY			City MOBILE	State AL	Zip Code 36605
Mailing Address (Street Address, Suite #, PO Box) 1051 DAUPHIN ISLAND PKWY			City MOBILE	State AL	Zip Code 36605
Primary Business Activity at the Location Explain (other) CONVENIENCE STORE			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information Name BIBI JAMAL			Title OWNER	POA	Phone - - - - - Email BROTHERSQUICKMART@GMAIL.COM
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SARVESHWARA LLC			Trade Name (DBA) BROTHERS FOOD MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)			License Number 012253549	Any ABC Pending Actions NO	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name MAMUN REAL ESTATE LLC			Property Owner Phone Number - - - - -		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1051 DAUPHIN ISLAND PKWY			City MOBILE	State AL	Zip Code 36605
Bldg Square Footage 1,825	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) JAMAL BIBI MORIOM				Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
YES	If Yes, Legal Business Name	Business DBA		Physical Location Address (Street, City, Zip Code)			
	FAINVIEW 541			541 FAINVIEW AVE MONTGOMERY AL 36106			
Full Name (Last, First, Middle) N/A				Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
	If Yes, Legal Business Name	Business DBA		Physical Location Address (Street, City, Zip Code)			
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) AMIYA BISWAS		Title POA		Date of Birth		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State		Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES							

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

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

AB

AB

AB

AB

AB

AB

AB

Owner/Applicant/POA Printed Name

Amiya (POA)

Owner/Applicant/POA Signature

Amiya (POA)

Title of Person Signing this Application

POA

Date of Application Signature

05-27-25

Notary Person Printed Name

R Shawn Skinner

Notary Person Signature

R Shawn Skinner

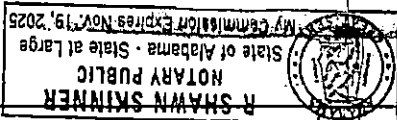
My Notary Commission Expires

November 19 2025

20 25

day of May

Sworn to and subscribed before me this 27th



CITY OF MOBILE
REVENUE DEPARTMENT

May 19, 2025



1051 DAUPHIN ISLAND PARKWAY

ACCOUNT NUMBER: 131664

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2063963	12/2025	APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BROTHERS QUICK MART INC

dba

BROTHERS QUICK MART

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

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

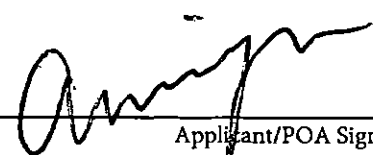
for the premises located at

1051 DAUPHIN ISLAND PKWY

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **June 10, 2025** for application number **2025 - 5731**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

 (POA)
Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

BROTHERS QUICK MART INC

Trade Name (DBA)

BROTHERS QUICK MART

Location Address

1051 DAUPHIN ISLAND PKWY

Zip Code

36605

Application Number

2025 - 5731

Notice Post Date @ Location

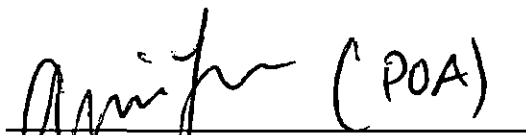
05/27/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

June 10, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250430151631112



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SARVESHWARA LLC
Address: 1051 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: 201-887-2186

NEW APPLICANT:
BROTHERS QUICK MART INC
Address: 1051 DAUPHIN ISLAND PKWY
MOBILE, AL 36605
Telephone: 334-265-9722

Current License No: 050-012253549
070-012253549

LICENSED PREMISES ADDRESS: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 30 day of April, 2025.

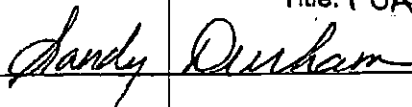
CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)


Print Name: BHAVIKUMAR PATEL
Title: MEMBER


Print Name: Amiya Biswas
Title: POA

WITNESS: (By ABC Enforcement)
Revised 9/08





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250430151631112

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:

Trade Name: **BROTHERS QUICK MART**

Filing Fee:

Applicant: **BROTHERS QUICK MART INC**

Transfer Fee: \$100.00

Location Address: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Mailing Address: 1051 DAUPHIN ISLAND PKWY MOBILE, AL 36605

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-178-138

Do you sell Draft Beer?:

Date Incorporated: 02/28/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 02/28/2025

Federal Tax ID: 33-3721827

Alabama State Sales Tax ID: R012389962

Name:	Title:	Date and	Place of Birth:	Residence Address:
BIBI MORIOM JAMAL	PRESIDENT			

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

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

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

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BIBI MORIOM JAMAL

Business Phone: 334-265-9722

Fax:

Home Phon

Cell Phone: 334-265-9722

E-mail: JOYCEAMS@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: BROTHERS FOOD MART

Applicant: SARVESHWARA LLC

Previous License Number(s)

License 1: 050-012253549

License 2: 070-012253549



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250430151631112

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

Name of Property owner/lessor and phone number: MAMUN REAL ESTATE LLC 251-391-2047

What is lessors primary business? REALTOR

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

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

Does the premise have a fully equipped kitchen? NO

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

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

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

Building Dimensions Square Footage: 1825

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 1

Nearest: 1

Nearest school:

Nearest church:

Nearest residence: 1 blocks

Location is within: CITY LIMITS

Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:

Violation & Date:

Arresting Agency:

Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250430151631112



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: APPLICANT- CROWN PACKAGE

STORE AND FAIRVIEW 541



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250430151631112

Initial each

AB
AB

AB

XX

XX

AB

AB

AB

AB

Signature page

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

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

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

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

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

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Amiya Priswas*

Signature of Applicant:

Amiya Priswas

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

201-887-2184



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA



2024 - 2025

LICENSE EXPIRES SEPTEMBER 30, 2025

RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240917142430962

Renewal Period: June 1, 2025 Through July 31, 2025

License
Number:

012253549

Event Start:

Event End:

County: MOBILE

Tobacco Business Type: 41

Vending Machines: 0

Effective Date: 11/20/2024

Printed Date: 11/20/2024

Trade Name: BROTHERS FOODMART

Licensee: SARVESHWARA LLC

Location: 1051 DAUPHIN ISLAND PKWY
MOBILE

Mailing Address: 1051 DAUPHIN ISLAND PKWY
MOBILE

AL 36605

AL 36605

State Tax ID: R012211446

Product Type: 3

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 RETAIL TOBACCO SALES

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance, go to our website: www.alabcboard.gov, click Licensing & Compliance then Licensing Divisions to find the division contact number that services the county for this license.

114737

Curtis E. Stewart

ADMINISTRATOR



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

September 25th, 2024

Dear Ms. Jamal,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:100240925105734

NAME:JAMAL,BIBI MORIOM

SOC:

ABI_RESULT:IDENT

SID.

**CERTIFIED COPY
OF
ALEA DOCUMENT**

09-25-2024 11:02 ALLEA0049

*ATN/TCN100240925105734

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL03098836

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 09-25-2024

*NAME STATE ID NO. FBI ID NO.

*JAMAL,BIBI MORIOM

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*F U 06 150 BLK BLK

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*

*LAST PAGE ON SID /

SEQ # 487 MRI # 69692767

Special Power of Attorney

I, Bibi Jamal hereby appoint Amiya Biswas as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/documents relating to Alabama Alcoholic Beverage Control Board and the local governing body concerning BROTHERS QUICK MART INC.

Sole proprietor/corporation/association/ LLC/LLP

The rights, power, authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on

04/01/2025 and shall remain in full force and effect until 04/01/2030 or

Unless specifically extended or rescinded earlier by either party.

04/23/2025

DATE

Bibi Jamal

SIGNATURE

STATE OF ALABAMA

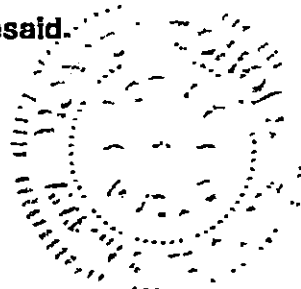
COUNTY OF MOBILE

BEFORE ME, the undersigned authority Bibi Jamal on this 23rd day of April, 2024 personally appeared to me well known to be the person described in and who signed the foregoing and acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Monica Echols NOTARY PUBLIC

My commission Expires: 11/26/28



STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

Brothers Quick Mart Inc

2. ~~A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.~~

3. Street (**No PO Boxes**) address of principal office of the corporation:

1051 Dauphin Island Pky Mobile, AL 36605

Mailing address of principal office (if different from street address):

4. The name of the registered agent (only one agent): Bibi M Jamal

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

~~*COUNTY~~ of above address: MONTGOMERY

Mailing address in Alabama of registered office (if different from street address):

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-178-138	D/C
Date	02/28/2025
Time	13:15:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Any and all lawful activities
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama
under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 1500 Par Value 1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.



Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

2 / 28 / 2025

Date (MM/DD/YYYY)

James Clayton

(Signature as required by 10A-2A-1.20)

Attorney-in-Fact

Title

Additional Details

Incorporators	Street Address	Mailing Address
Incorporator		
James Clayton		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

Brothers Quick Mart Inc

This name reservation is for the exclusive use of Bibi M Jamal, 5806 Sanrock
Terrace Dr, Montgomery, AL 36116 for a period of one year beginning February
28, 2025 and expiring February 28, 2026



RES204865

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

February 28, 2025

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

List of Current Member

The following individual is the only member of:

Bibi Moriom Jamal.

NAME: Bibi Moriom Jamal

TITLE: President

Aniya Biswas (POA)

PRINTED NAME OF MEMBER

Aniya (POA)

SIGNATURE OF MEMBER

04-30-25

DATE

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

BROTHERS QUICK MART INC
1051 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

Date of this notice: 03-03-2025

Employer Identification Number:
33-3721827

Form: SS-4

Number of this notice: CP 575 A

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-3721827. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 941	07/31/2025
Form 940	01/31/2026
Form 1120	04/15/2026

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

BROTHERS QUICK MART INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012389962	03/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

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

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

1051 DAUPHIN ISLAND PKWY MOBILE AL 36605-3213

Mobile County Property Search

Key Number: 961427 For Year 2025

 Property Details

Account

Key Number: 961427

Legal Description: BEG AT PT ON S/L OF HURTEL ST WHERE IT IS INT BY PRESENT E R/W/L OF DAUPHIN ISLE PKWAY -FORMERLY FULTON RD- SAID PT BEING LOC 49.88 FT ELY FROM INT OF E/L OF ORIGINAL 60 FT R/W FULTON RD TH S 83 DEG 54 MIN E ALG S/L HURTER ST 137.88 FT TO AN IRON PIN TH RUN S 05 DEG 57 MIN 02 SEC W 102.35 FT TO AN IRON PIN TH RUN N 83 DEG 12 MIN W 163.65 FT TO A PT ON THE PRESENT E ROW OF DAUPHIN ISLAND PKWY SD PT BEING LOCATED 24 FT ELY FROM THE ORIGINAL ROW OF DAUPHIN ISLAND PKWY TH ALG THE PRESENT ROW & ALG T

Parcel Number: 2911332002074XXX

Type: Real

Property Class: 2

Location

Address: 1057 DAUPHIN ISLAND PKWY MOBILE, AL 36660-5501

Owner

Name: MAMUN REAL ESTATE LLC

Mailing Address: 7221 GRELOT RD STE B

MOBILE , AL 36695-4367

Exemptions: For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value: \$178,400

Land Value: \$71,000

Appraised Value: \$249,400

Taxable Value: \$249,400

BILL OF SALE

STATE OF ALABAMA

COUNTY OF MOBILE

WITNESSETH this bill of sale ("*Agreement*") by and between Shailesh Patel, Sridhar Sanaka, Bhavinkumar Patel and Bibi Moriom Jamal dated this 20 day of February, 2025:

RECITALS

Shailesh Patel, Sridhar Sanaka and Bhavinkumar Patel (collectively referred to herein as "*Seller*") are individual residents of the State of Alabama.

Bibi Moriom Jamal ("*Buyer*") is an individual resident of the State of Alabama.

Seller owns that certain business known as Brothers Food Mart located at 1051 Dauphin Island Parkway, Mobile, Alabama 36605 (the "*Business*"),

Seller is the owner of inventory ("*Inventory*") associated with the Business as is set forth on Exhibit "A" attached hereto; and

Seller desires to sell the Business to Buyer for the sum of \$150,000.00, and Seller desires to sell the Inventory to Buyer for the sum of \$ 87,120 (together, the "*Purchase Price*"); and

(13) BT

AGREEMENT

KNOW ALL BY THESE PRESENTS that Seller for and in consideration of the premises and other good and valuable consideration in hand paid to Seller by Buyer, the receipt and sufficiency of which Seller hereby acknowledges, Seller and Buyer do hereby adopt and incorporate the recitals set forth above, all attachments and exhibits hereto, and do further agree as follows:

Transfer and Assignment of Business. Subject to the exceptions, reservations and limitations set out herein, Seller has bargained, sold, set-over, assigned, and delivered; and by these presents does bargain, sell, set-over, assign, and deliver unto Buyer, his heirs and assigns, the Business along with any goodwill, "AS IS - WHERE IS."

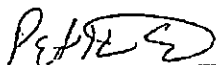
Transfer and Assignment of Inventory. Subject to the exceptions, reservations and limitations set out herein, Seller has bargained, sold, set-over, assigned, and delivered; and by these presents does bargain, sell, set-over, assign, and deliver unto Buyer, his heirs and assigns, the Inventory, "AS IS - WHERE IS."

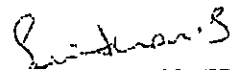
Seller's Limited Warranties. Seller represents and warrants to Buyer that: (i) Seller's title in and to the Inventory is good; (ii) the transfer of the Inventory from Seller to Buyer is rightful; and (iii) the Inventory is owned by Seller and are free and clear of UCC-1 Financing Statements, chattel mortgages, security agreements, title retention agreements, liens, other encumbrances, and all claims of third parties. **EXCEPT AS SET FORTH IMMEDIATELY ABOVE, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**

IN WITNESS WHEREOF, Seller and buyer have caused this Agreement to be duly executed in their names by their duly authorized representative on this the 20 day of ~~January~~, 2025.

FEB

SELLER:


SHAILESH PATEL


SRIDHAR SANAKA


BHAVINKUMAR PATEL

BUYER:


BIBI MORIROM JAMAL

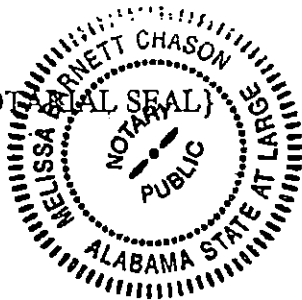
STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shailesh Patel, Sridhar Sanaka and Bhavinkumar Patel, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20 day of February, 2025.

{AFFIX NOTARIAL SEAL}



Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 7-12-2026

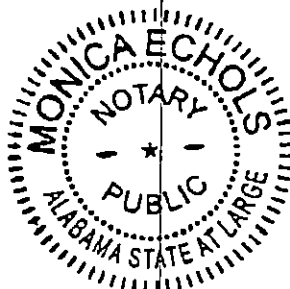
STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bibi Moriom Jamal, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/sh executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of February, 2025.

{AFFIX NOTARIAL SEAL}



Monica Echols
NOTARY PUBLIC
My Commission Expires: 11/26/28

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE AGREEMENT is entered into on this the 1ST day of April, 2025, (hereinafter referred to as the "Commencement Date"), by and between MAMUN REAL ESTATE LLC, an Alabama limited liability company, hereinafter referred to as the "Lessor", and Brothers Quick Mart Inc., hereinafter referred to as the "Lessee", and the parties enter into the following

agreement:

- 1. PROPERTY DESCRIPTION.** Lessee agrees to lease and the Lessor agrees to let the real property, upon the terms and conditions herein set forth herein, the property known as Brothers Quick Mart and situated at 1051 Dauphin Island Parkway, Mobile, Alabama 36605, legally described on Exhibit A, attached hereto (hereinafter referred to as the "Property"). The term "Property" includes land, building, improvements, and the personal property items described in Section 6 below.
- 2. TERM & RENT.** This Lease Agreement shall commence on April 1", 2025, and shall terminate on the date of closing when Lessee shall purchase the Property from Lessor, or April 1st, 2030, whichever occurs first. Lessee shall pay the sum of **FOUR THOUSAND EIGHT HUNDRED NINE AND 53/100 DOLLARS (\$4,809.53)** as rent each month said amount being due on or before the 1st day of each month, commencing on the April 1st, 2025, and continuing on the same day of each month thereafter during the term of this Lease Agreement.
- 3. TITLE** Lessor hereby covenants and warrants that it has the right to lease the demised premises and that it has good and marketable title to the demised premises in fee simple, free and clear of all other leases, except as otherwise disclosed to Lessee.
- 4. COSTS OF MANAGEMENT, OPERATION AND MAINTENANCE** This Lease Agreement is net to Lessor throughout the term of this Lease. Lessor is not obligated to pay any costs of operation, maintenance or capital improvements. Lessee is to pay all Operating Expenses. The term "Operating Expenses" means all costs of management, operation, and maintenance of the Property as a gas station/c Store utilizing the "Brothers Mart" name, including without limitation, of the following: gas; electrical, water, waste disposal, and other utilities; heating, ventilation and air conditioning; window washing; materials and supplies; painting, repairs, and other maintenance; repair, replacement, and service of equipment; reserves; costs of independent contractors; management fees and expenses; insurance and insurance deductibles of any kind; real and personal property taxes assessments; utility charges of any kind; the cost of any repair, renovation, alteration, and improvement required to be made under any governmental law, rule or regulation (excluding those in breach of any warranty of Lessor contained in this Lease Agreement); supplying directional signs, other markers, and car stops; and any

5. **OPERATION OF BUSINESS.** Lessee shall operate, maintain and keep open at all times (except to the extent required by damage or condemnation) the Property as a gas station/C-store in a normal business-like manner.

Lessee shall not perform alterations or remodeling of the Property without the express written permission of Lessor during the term of this Lease Agreement.

6. **PROPERTY.** Included within the Property leased to Lessee under this Agreement and to be sold are all rights, personal property, furnishings and fixtures (specifically excluding inventory which will be purchased separately) owned or leased by Lessor located on the Property or used or capable of being used in connection with the operation of the gas station/C-store.

7. **ACCEPTANCE OF PROPERTY.** By entering this Agreement, the Lessee acknowledges that the Property is in good and useable condition. The Property has been inspected by Lessee, and, except for the representations and warranties made by Lessor in this Agreement, is turned over as of the Commencement Date **AS IS, WHERE IS, AND WITH ALL FAULTS LATENT AND PATENT, WITH NO IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND RISKS OF MECHANICAL FAILURES; BREAKDOWNS AND WEAR AND TEAR OF PROPERTY AND EQUIPMENT ARE SOLELY AT LESSEE'S RISK.**

ME
Lessor's initials

AB (POK)
Lessee's initials

10. **TAXES AND INSURANCE.**

a) Lessee shall be responsible for all ad valorem real property taxes duly assessed against the land and on any buildings or improvements situated thereon. Lessee shall be responsible for all ad valorem personal property taxes duly assessed against all stock, fixtures, equipment and other personal property located on the premises and Lessee shall pay all privilege, excise, sales and other taxes applicable to the ownership and conduct of its business. Lessor shall keep said land free from any liens or encumbrances that would or might interfere with the Lessee's enjoyment of the use of the property, except for the current mortgage of the property.

b) Lessee shall insure, at its expense, all buildings and improvements against loss by fire, windstorm or other similar casualty for an amount as nearly as possible equal to the fair value of said buildings and improvements. Lessee shall insure, at its expense, all furniture, fixtures, stock, equipment and other personal property located on the demised premises.

c) Lessee covenants and agrees to protect, indemnify and save harmless Lessor from any and all claims, demands, causes of action or suits and any expense incident to defense, if any, by Lessor, for injury to or death of persons or loss or damage to property occurring on the demised premises or on the adjoining sidewalks, parking lots, common areas, streets, ways or in any manner growing out of or in connection with the Lessee's use of the demised premises. Lessee will at all times during the term hereof carry and maintain, for the mutual benefit of the Lessor and Lessee, general public liability insurance with a company licensed to do business in the State of Alabama, and in the minimum amount of \$3,000,000.00, against any claims for personal injury, death or property

damage occurring in, on or about the demised premises or adjacent to the demised premises. Lessee will furnish to Lessor a certificate of such insurance policy or policies, stating therein the number of each policy, the name of the insurer, the name of the insured, the amount of insurance under such policy, or policies, and the date of expiration thereof. In case Lessee shall at any time fail, neglect or refuse to carry and maintain such insurance as hereinabove provided, then Lessor may at its election obtain, procure or renew such insurance, and any amounts paid therefor by Lessor shall be so much additional rent due from Lessee to Lessor and shall be a demand obligation owing to the Lessor.

d) Notwithstanding anything to the contrary contained herein, Lessor may direct Lessee to reimburse Lessor for insurance premiums paid by Lessor if Lessor prefers, in Lessor's sole discretion, to keep the insurance in Lessor's name.

11. UTILITIES AND OTHER SERVICES. Lessee shall pay all utilities on the demised premises, including, but not limited to, natural gas, propane, water, sewerage, electric, telephone, and garbage. By entering this Agreement, the Lessee has satisfied itself that all utilities and other services necessary for Lessee's purposes are available to the Property. Deposits (if any) on utilities as of the Commencement Date are the property of Lessor.

12. REPAIRS AND MAINTENANCE BY LESSEE-PURCHASER. Lessee shall be responsible for all maintenance of the Property during the term of this Lease. Lessee shall keep the Property in a neat, clean, sanitary condition, and shall keep the Property and all items used in connection with the operation of the Property in as good condition as was done by Lessor. Lessee's maintenance obligations shall include without limitation the structural and exterior components of the building, plumbing, electrical system, roof, etc.

13. TERMINATION.

a) **Default.** Should the Lessee fail to exercise the option to purchase and close on the sale by January 1st, 2030, this Agreement shall terminate, and the consideration paid by the Lessee, including costs for any alterations, modifications or replacement of personal property, shall be retained by the Lessor as rent with no credit or refund due to the Lessee. In such event of termination for whatever reason, the Lessee shall return the property in a good condition, less normal wear and tear. The Lessee shall be required to pay for repairs for any damage to the property where such damage resulted from their misuse or negligence on the part of the Lessee, their families, servants, or guests.

b) **Re-Entry Upon Default.**

i) If Lessee shall default in any of the covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Lessee, and such default shall continue for ten (10) days after notice thereof in writing to the Lessee, or if (1) any proceeding under the United States Bankruptcy Code is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (2) a receiver or trustee is appointed for substantially all of Lessee's business or assets, or (3) if Lessee shall make an assignment for the benefit of its creditors, or (4) if Lessee shall vacate or abandon the demised premises, then and in any such event it shall be lawful for the Lessor at its election to declare the term hereof ended and to re-enter the demised premises and the buildings and improvements then

situated thereon either with or without process of law, and to expel, remove and put out the Lessee and all other persons occupying all or any part of the premises, using such force as may be necessary in so doing, and to repossess and enjoy the said premises and all buildings and improvements situated thereon as in the first and former estate, without such re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement.

ii) The foregoing provision for the termination of this Agreement for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any or said covenants or for the recovery of said rent, or advance of the Lessor-Seller made hereunder, and in the event of the termination of this Agreement as aforesaid, the Lessee covenants and agrees to indemnify and hold harmless the Lessor from any loss arising from such termination and re-entry in pursuance thereof.

c) **Surrender of Possession.** Whenever the said term herein demised shall be terminated, whether be lapse of time, forfeiture or any other way, Lessee covenants that it will, at once, surrender and deliver up the premises, including the buildings and improvements thereon, peaceably to Lessor, and Lessee shall return the premises to Lessor in the same condition as when received, except for reasonable wear and tear, and if Lessee shall thereafter remain in possession thereof, Lessee shall be deemed guilty of forcible detainer of the premises under the statute, and shall be subject to all the conditions and provisions above named, and to ejection and removal, forcibly or otherwise, with or without process of law as above stated.

14. **USE OF PROPERTY.** The Property shall be used for operation as a gas station and/or convenience store. Lessee shall not allow use of the Property in a manner which would increase insurance premiums, or for any illegal purpose. Lessee shall comply with all governmental rules, orders, regulations, or requirements relating to the use and occupancy of the Property.

15. **ASSIGNMENT AND TRANSFER.** This Agreement is not assignable by the Lessee without written consent from the Lessor, and any such transfer, or transfer by bankruptcy, by operation of law, or otherwise, shall give the Lessor-Seller the right to immediately terminate this Agreement without the refund of any rents paid to that date.

16. **MISCELLANEOUS PROVISIONS.**

a) **Amendment; Counterparts.** This Agreement may be amended, modified or supplemented only by mutual written consent of the parties hereto. This Agreement may be executed in counterparts and facsimile transmission of signatures shall be considered to be originals and fully binding.

b) **Waiver of Compliance.** The failure by any party at any time to require performance of any provision hereof shall not affect its right later to require such performance. No waiver in any one or more instances shall (except as stated therein) be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any condition or breach of any other term, covenant, representation or warranty.

c) **Expenses.** All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses. In particular, each party shall be responsible for paying all of its own attorneys' fees. However, notwithstanding anything to the contrary contained herein, in the event Lessor is forced to employ the services of an attorney and/or file suit against Lessee due to a default by Lessee, Lessee shall be responsible for the attorney's fees and litigation costs incurred by Lessor to enforce the terms of this Lease Agreement.

d) **Choice of Law; Jurisdiction.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with and governed by the laws of the State of Alabama, with regard to conflicts of laws principles. It is expressly agreed and stipulated that this Agreement is deemed to have been made and to be performed in Mobile County, Alabama, which is the location of the Property. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Alabama, County of Mobile, or it has or can acquire jurisdiction, in the United States District Court for the Southern District of Alabama, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action referred to in the preceding sentence may be served on any party anywhere in the world.

e) **Headings.** The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

f) **Severability.** If any of the provisions of this Agreement shall otherwise contravene or be invalid under the laws of any state or other jurisdiction where it is applicable but for such contravention or invalidity, such contravention or invalidity shall not invalidate all of the provisions of this Agreement, but rather it shall be construed, insofar as the laws of the state or jurisdiction are concerned, as not containing the provision or provisions contravening or invalid under the laws of that state or jurisdiction, and the rights and obligations created hereby shall be construed and enforced accordingly.

g) This Agreement shall be binding on each Parties' respective heirs, successors, assigns and/or representatives.

h) Time is of the essence in this contract.

17. OPTION TO PURCHASE. Lessee shall have the right to purchase the Property by exercise of its option to purchase and by closing on the sale of the Property no later than April 1st, 2030. Lessee shall exercise the option by giving written notice to Lessor no later than December 1, 2029, that Lessee intends to exercise the option to purchase the Property. The purchase price of the Property shall be \$580,000.00 against which total Lessee shall be given a credit for the rent payments made during the term of the Lease Agreement. Lessee shall also be responsible for all closing costs associated with the purchase of the Property. The parties acknowledge that Lessor currently has a loan with Century Bank which is secured by the Property. To provide protection for Lessee, Lessor shall notify Lessee of any notice of default from Century Bank within three (3) business days of receipt of any such notice, and Lessee shall have the right to cure any such default in the event Lessor cannot or refuses to do so. In the event Lessee expends monetary funds to cure any such default, such funds shall be reduced from rent payments until Lessee is fully reimbursed.

LESSEE:
BROTHERS QUICK MART INC

Bibi Jamal
BIBI MORIOM JAMAL

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bibi Moriom Jamal, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily.

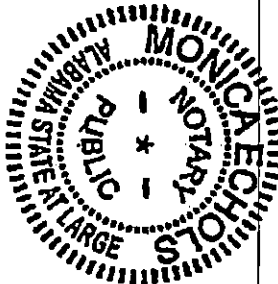
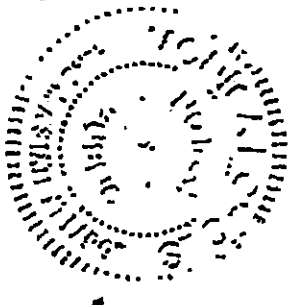
Given under my hand and official seal this the 1st day of, April, 2025.

Monica Echols

NOTARY PUBLIC

My Commission Expires: 11/26/28

(AFFIX NOTARIAL SEAL)



ABBS: Pre-2024-5

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple original counterparts as of the date first above written.

LESSOR:

MAMUN REAL ESTATE LLC

By: Mamun Siddiq
Its Manager

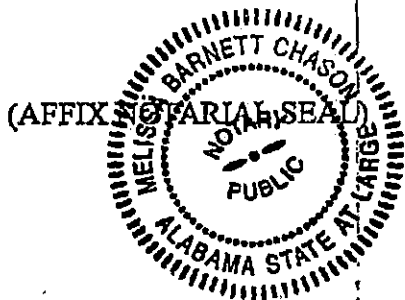
STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mamun Siddiq, whose name as Manager of Mamun Real Estate LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this the 1st day of, April, 2025.

Melissa Barnett Chason
NOTARY PUBLIC
My Commission Expires: 7-12-2026



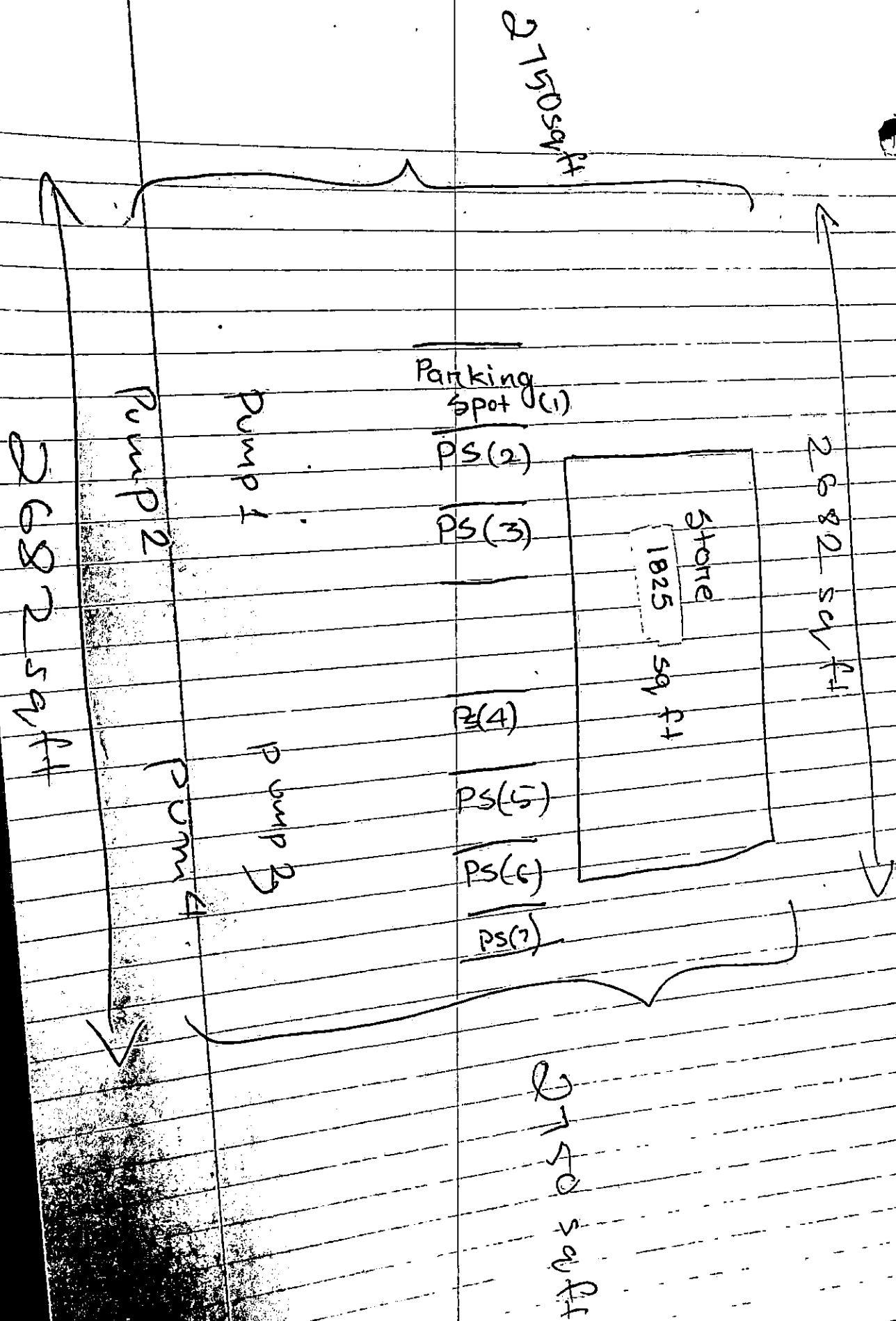


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer License ☐ No ☒ Yes Renewal Date		Description/Type ☒ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with ABC Board (MUST MATCH WITH ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☒ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☒ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Brothers Quick Mart Inc.				Trade Name (DBA) Brothers Quick Mart			
Company Physical Address (Street Address, Suite #) 1051 Dauphin Island PKWY				City Mobile	State AL	Zip Code 36605	
Business Contact Person Information Name Bibi Samal		Title owner	Phone [blank]	Email brothersquickmart@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1825	Parking Provided 7	Parking Required 7	Compliance ☒	Zoning B-2	Approved ☒		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 5-28-2025		





Planning & Zoning Department

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

PERMIT NUMBER

ZC-155593-2025

Issue Date: 05/27/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022911332002074.	1051 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
BROTHERS QUICK MART	Name: BIBI JAMAL Company: BROTHERS QUICK MART Address: 1051 Dauphin Island Pkwy MOBILE, AL 36605 Phone: (334) 400-0080	B-2

This Zoning Classification Allows the property to be used for:
CONVENIENCE STORE

Conditions of Use

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

Issued By: Caldwell Whistler

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

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the corner of First Avenue and Katye Street be given the honorary name of “Honorary Deacon Samuel, Sr. and Mrs. Everlean Martin Way”.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: May 14, 2025
SUBJECT: Repeat Weed Lien Invoices G-83

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 83.
Please place these on the City Council's Agenda for June 3, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at
251-208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER					5366	
		GROUP 83					Res. No.	
11/12/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
6/3/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	717 Dr Thomas Ave N	2		45613	9/20/2022	1	\$ 275.00	
2	630 Stimrad Road	2		45614	11/15/2022	1	\$ 590.00	
3	2956 Northwest Dr	1		45615	8/29/2023	1	\$ 369.44	
4	1402 Pecan St	2		45616	11/15/2022	2	\$ 375.00	
5	659 Peach St	2		45617	2/27/2024	1	\$ 275.00	
6	0 Peach St	2		45618	2/27/2024	1	\$ 275.00	
	Par No (29 06 13 0 002 601.XXX)							
7	1308 Chisam Ave	2		45619	11/7/2023	1	\$ 50.00	CBO
8	2712 Harper Dr	1		45620	12/19/2023	1	\$ 275.00	
9	2617 Gold Ave	1		45621	3/26/2024	1	\$ 542.75	
10	2721 Harper Dr	1	44718	45622	1/23/2024	1	\$ 275.00	
11	2781 Graham Rd S	7	44117	45623	10/25/2022	1	\$ 1,798.93	
12	1571 Plover St	2	36127	45624	8/1/2023	1	\$ 275.00	
13	858 Charles St	3	44431	45625	8/30/2022	1	\$ 275.00	
14	2052 Avondale Ct	2	43734	45626	8/16/2022	1	\$ 50.00	CBO
15	628 Crenshaw St	5	45092	45627	9/20/2022	1	\$ 555.00	
16	2972 Northwest Dr	1	44393	45628	10/25/2022	1	\$ 275.00	
17	1501 Wellington St	1	44602	45630	11/7/2023	1	\$ 50.00	CBO
18	400 St Charles Ave	2	44558	45631	8/1/2023	1	\$ 275.00	
19	1766 Dublin St	2	45085	45632	8/16/2022	1	\$ 282.00	
20	2862 Pages Lane	1	45091	45633	11/15/2022	1	\$ 50.00	CBO
21	721 Dr Thomas Dr N	2		45634	10/10/2023	1	\$ 275.00	
Total							\$ 7,463.12	
District total for this group			Numbers of lots cut					
1	7			1	5			
2	11			2	9			
3	1			3	1			
4	0			4	0			
5	1			5	1			
6	0			6	0			
7	1			7	1			
	21				17			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Harry Jackson 5-15-25
Marchetta Jantz 5-15-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **SMITH NETTIE G 1/3 INT, LUTHER L SMITH 1/3 INT
& CORINE GAMBLE 1/3 INT
C/O TOMMY C HARRIS**
Address: **717 DR THOMAS AVENUE**
City, State, Zip: **MOBILE, AL 36610**
Repeat Group Number: **83** Item # **1**

Lot Description: **LOT 9 BLK 2 HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 017 (29 02
44 0 017 119.XXX) 717 DR THOMAS AVE N**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	1,948	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean

SECRETARY

Moncheta Dute

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: REED LEIQUINT
Address: 2001 HIGHWAY 45 N STE #1
City, State, Zip: COLUMBUS, MS 39705
Repeat Group Number: 83 Item # 2

Lot Description: LOT 30 BLK 4 OF HAPPY HILL SUB MBK 4 P 431 #SEC 44 T4S R1W #MP29 02 44 0 017
(29 02 44 0 017 050.XXX) 630 STIMRAD RD

Nuisance Date: 11/12/2024
Date lot was cut: 5/8/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,240	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 590.00

Shelia E Dean
SECRETARY

Marchetta J. Jule
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **CASTER BYRON MARCEL**

C/O CEDRIC CASTER

Address: **18775 HAYES ST**

City, State, Zip: **MOUNT VERNON, AL 36560**

Repeat Group Number: **83** Item # **3**

Lot Description: **LOT 281 LIBERTY PARK MBK 5 P 66 #SEC 07 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 026.XXX) 2956 NORTHWEST DR**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		17,555	\$ 0.0125	\$ 219.44
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 369.44

Shelice E Dean
SECRETARY

Marchetta Inte
INSPECTOR

Jay [Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **EGGERS MICHAEL G**
Address: **1004 CONLEY CIR**
City, State, Zip: **OCEAN SPRINGS, MS 39564**
Repeat Group Number: **83** Item # **4**

Lot Description: **E 1/2 OF LOT 1 & E 1/2 OF LOT 4 BLK 10 STRAUSS 2ND AD D TO WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 093.01X) 1402 PECAN ST**

Nuisance Date: **11/12/2024**
Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,212	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E Dean
SECRETARY

Marchetta J. J. J.
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **FRANKLIN REBECCA JACKSON**

C/O RODERICK D FRANKLIN

Address: **2352 TWILIGHT STAR DR**

City, State, Zip: **LITTLE ELM, TX 75062**

Repeat Group Number: **83** Item # **5**

Lot Description: **COM AT PT WHERE S RWL OF CHISM ST INT W/L OF PEACH ST WHICH PT IS NE COR OF LOT 5 BLK 8 STRASS 2ND ADDN TO WOLFF HGTS MBK 2/53 RUN TH SLY ALG E/L OF SD LOT 5, 35 FT TO SE COR OF SD LOT RUN TH WLY ALG S/L OF SD LOT 5, 64 FTA TO PT TH RUN NLY & PAR TO W/L OF SD LOT 5, 35 FT TO PT ON N/L OF SD LOT 5 RUN THEN ELY ALG N/L OF SD LOT 5 64 FT TO POB BEG PT LOT 5 BLK 8 OF SD SUB #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 600.XXX) 659 PEACH ST**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,240	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY

Marketta Suite
INSPECTOR

my
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **MCDERMOTT WILLIAM H AS
CONSERVATOR OF ESTATE OF
ROBERTA JONES**

Address: **P. O. BOX 2021**

City, State, Zip: **MOBILE, AL 36652**

Repeat Group Number: **83** Item # **6**

Lot Description: **LOT 4 BLK 8 STRAUSS 2ND ADD TO WOLFF HGTS MBK 2 PG 53 #SEC 13 T4S R1W #MP29
06 13 0 002 (29 06 13 0 002 601.XXX) 0 PEACH ST**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,800	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY

Magdalena Dute
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **VAUGHN V R**
Address: **1357 S CLOVERLEAF CIR**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **83** Item # **7**

Lot Description: **LOT 25 BLK 35 TISDALE SUB OF FISHER TRT DBK 75/260 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 572.XXX) 1308 CHISAM AVE**

Nuisance Date: **11/12/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,800	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Michael D. Dente
INSPECTOR

Greg Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **MAULDIN MARK A &
APRIL D WATTS**
Address: **2908 MILL ST**
City, State, Zip: **MOBILE, AL 36607-1916**
Repeat Group Number: **83** Item # **8**

Lot Description: **LOT 230 BLK D-1 TRINITY GDNS 1ST ADD MBK 3/332 #SEC 44 T4S R1W #MP29 02 44 0
012 (29 02 44 0 012 051.XXX) 2712 HARPER AVE**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,245	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY
Naphetta Jantz
INSPECTOR
Harry Roth
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **GEORGE CONNELLA**

Address: **239 SWEENEYS LANE**

City, State, Zip: **PRICHARD, AL 36610**

Repeat Group Number: **83** Item # **9**

Lot Description: *****SOLD FOR 1986 TAXES*** LOT 14 BLK 2 PARADISE PARK SUB MBK 6 P 147 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 089.XXX) 2617 GOLD AVE**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		11,820	\$ 0.0125	\$ 147.75
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 542.75

Shelia E Dean

SECRETARY

Marichetta G. G. G. G.

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: PRESLEY ANDREW LEE & ROBERTA

C/O LUGRETHA HOUSE

Address: 4332 AMHURST DR

City, State, Zip: EIGHT MILE, AL 36613

Repeat Group Number: 83 Item # 10

Lot Description: LOT 216 BLK D TRINITY GDNS 1ST ADD MBK 3 P 332 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 039.XXX) 2721 HARPER AVE

Nuisance Date: 11/12/2024

Date lot was cut: 5/8/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,080	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY

Margaretta Jente
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **GUARDIAN TAX AL LLC**
Address: **13575 LYNAM DR**
City, State, Zip: **OMAHA, NE 68138-4408**
Repeat Group Number: **83** Item # **11**

Lot Description: **LOT 2 ANNETTE'S ACRES SUBD MBK 66 PG 125 #SEC 32 T3S R2W #MP23 09 32 2 000**
(23 09 32 2 000 001.001) 2813 GRAHAM RD S

Nuisance Date: **11/12/2024**
Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		131,914	\$ 0.0125	\$ 1,648.93
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,798.93

Shelia E. Deen

SECRETARY

Mapchett G. Gile

INSPECTOR

Anthony Hayes

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **CURRY DOROTHY JEAN TAYLOR**
% CHARLENE CURRY

Address: **3613 E FORGE RD**

City, State, Zip: **DAVIE, FL 33328**

Repeat Group Number: **83** Item # **12**

Lot Description: **LOT 48 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 069.XXX) 1571 PLOVER ST**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,200	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY

Margaret Deane
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **LETT AARON W & JACKIE D**
Address: **858 CHARLES ST**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **83** Item # **13**

Lot Description: **LOT 5 BLK 9 WILSONS 2ND ADD DBK 80 P 190 #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 013.XXX) 858 CHARLES ST**

Nuisance Date: **11/12/2024**
Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY


INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **HOLLIE ROBERT**
Address: **361 BREAMWOOD AVE**
City, State, Zip: **MOBILE, AL 36604-1061**
Repeat Group Number: **83** Item # **14**

Lot Description: **LOT 20 AVONDALE MBK 4 PG 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 258.XXX) 2052 AVONDALE CT**

Nuisance Date: **11/12/2024**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,909	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **NICHOLSON ROBBIE**
Address: **1608 FAYE ST SW**
City, State, Zip: **DECATUR, AL 35601-2733**
Repeat Group Number: **83** Item # **15**

Lot Description: **COMG AT SW COR OF CRENSHAW & SENATOR STS TH SLY ALG W/L OF CRENSHAW ST 660 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG W/L OF CRENSHAW ST 98.23 FT TO PT TH WLY WITH INT ANG OF 74 DEG 34 MIN DIS OF 129.0 FT TO PT TH NLY & PAR TO CRENSHAW ST 61.43 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 041.01X) 628 CRENSHAW ST**

Nuisance Date: **11/12/2024**
Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,807	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 555.00

Shelia E Dean
SECRETARY
Anthony Hayes
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **WHITE SHARON D**
 Address: **2972 NORTHWEST DR**
 City, State, Zip: **MOBILE, AL 36607**
 Repeat Group Number: **83** Item # **16**

Lot Description: **LOT 273 LIBERTY PARK MBK 5 PG 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 032.XXX) 2972 NORTHWEST DR**

Nuisance Date: 11/12/2024

Date lot was cut: 5/8/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
 SECRETARY
Marchetta Sagle
 INSPECTOR
Anthony Hayes
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 14, 2025

Lot Owner: **GRACE AND TRUTH CHURCH OF
JESUS CHRIST DELIVERANCE**
Address: **1501 WELLINGTON ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **83** Item # **17**

Lot Description: **BEG AT NE COR LOT 20 ACRES HGTS NO 2 MBK 125 P 88 THEN RUN W IN A DIS OF 100
FT TO A A PT TH RUN S A DIS OF 40 FT TO A PT TH RUN E 100 FT TH RUN N 40 FT TO TH
POB SD LAND BEG TH PT OF LAND CONV TO GRANTOR BY VIRGINIA MADISON RPBK
1557 PG 455 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 113.XXX) 1501
WELLINGTON ST**

Nuisance Date: **11/12/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,000	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Andy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

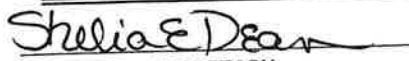
Lot Owner: **NETTLES GWENDOLYN**
Address: **3148 W NEWCASTLE CT**
City, State, Zip: **WAUKEGAN, IL 60087**
Repeat Group Number: **83** Item # **18**

Lot Description: **LOT 13 BYRDS SUB DBK 141 PG 353 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 373.XXX) 400 ST CHARLES AVE**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,845	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **FRAZIER VINCENT JOSEPH
& WINNIE FRAZIER**
Address: **1573 VAN DORN ST**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **83** Item # **19**

Lot Description: **THAT PARCEL OF LAND BEG 110 FT E OF THE NE COR OF HOUSTON & DUBLIN ST ON THE N/L OF DUBLIN ST IN SEC 28 T4S R1W TH RUN NWLY & PAR WITH HOUSTON ST 50 FT TO A PT TH ELY & PAR WITH DUBLIN ST 44 FT M/L TO A PT ON THE PROLONGATION OF THE E/L OF LOT 33 ACC TO A MAP MADE BY D N N ROSS DBK 67 N S PG 160 TH SWLY ALG THE E/L OF SD LOT 33 & ITS PROLONGATION 50 FT TO A PT ON THE N/L OF DUBLIN ST TH 44 FT WLY TO THE POB #SEC 28 T4S R1W #MP29 10 28 2 004 (29 10 28 2 004 082.XXX) 1766 DUBLIN ST**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,862	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E Dean

SECRETARY

Marchetta Dwyer

INSPECTOR

Harry L. Lusk

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **KINGSIZE ENTERPRISES INC**

C/O DOROTHY HEARD

Address: **615 HOSANNA RD**

City, State, Zip: **GRIFFIN, GA 30223-5864**

Repeat Group Number: **83** Item # **20**

Lot Description: **LOT 17 BLK H NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 001 (29 08 18 1 001 108.XXX) 2862 PAGES LN**

Nuisance Date: **11/12/2024**

Date lot was cut: **5/8/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT		PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 15,519		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marchetta Austin
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 14, 2025

Lot Owner: **ADAMS JOHN W**
Address: **478 BARLOW ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **83** Item # **21**

Lot Description: **LOT 11 BLK 2 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S FR1W #SEC 44 T4S R1W
#MP29 02 44 0 017 (29 02 44 0 017 117.XXX) 721 DR THOMAS AVE N**

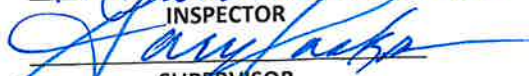
Nuisance Date: 11/12/2024

Date lot was cut: 5/8/2025 Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,760	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 83** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office
FROM: Gary Jackson, Deputy Director 
DATE: May 27, 2025
SUBJECT: Repeat Weed Lien Invoices G-87

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 87
Please place these on the City Council's Agenda for June 3, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 87					Res. No.	
3/21/2025		1st REPEAT WEED LIEN LETTERS SENT					11-058	
6/3/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		Old SRC	New	Initial	Times	Amount	CBD	
Item	Address	Dis	Case #	Case #	cut within	Assessed	CBO	
No.								
1	612 Houston St	2		48358	4/30/2024	\$ 416.75		
2	607 Petit Ave	1		48360	11/15/2022	\$ 360.34		
3	164 Page Ave	1		48361	4/19/2022	\$ 282.00		
4	281 Cedar Dr	2		48362	9/20/2022	\$ 382.00		
5	610 Cedar Ave	2		48363	12/5/2023	\$ 282.00		
6	0 Brussells St	2		48364	8/31/2022	\$ 282.00		
	Par. No. (29 10 28 4 002 058.01X)							
7	1200 Brussells St	2		48365	8/2/2023	\$ 282.00		
8	1700 Sligo St	2		48366	3/2/2022	\$ 482.00		
9	1252 Brussells St	2		48367	1/17/2023	\$ 282.00		
10	616 Petit Ave	1		48368	11/15/2022	\$ 282.00		
11	1454 Butler St	1		48369	12/19/2023	\$ 50.00	CBO	
12	2670 Betbeze St	1		48370	12/19/2023	\$ 282.00		
13	1755 Duval St	3		48371	12/5/2023	\$ 313.00		
14	1364 Glenn St	3		48372	10/10/2023	\$ 282.00		
15	1111 North Dr	3		48374	12/19/2023	\$ 50.00	CBO	
16	2452 McVay Dr N	3		48375	12/19/2023	\$ -	CBD	
17	627 Crenshaw St	5		48376	8/16/2022	\$ 282.00		
18	1582 Polk St	3		48378	1/23/2024	\$ 282.00		
Total						\$ 4,874.09		
District total for this group		Numbers of lots cut						
1	5			1	4			
2	7			2	7			
3	5			3	3			
4	0			4	0			
5	1			5	1			
6	0			6	0			
7	0			7	0			
	18				15			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								



 Marchetta Junte
 

 5-24-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **MCCALL JACK SMITH SR & KATIE H**
C/O PHILLIP MCCALL

Address: **P. O. BOX 180453**

City, State, Zip: **MOBILE, AL 36618-0453**

Repeat Group Number: **87** Item # **1**

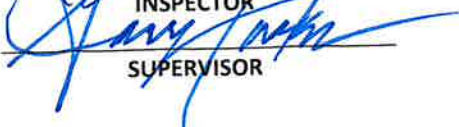
Lot Description: **LOT 8 & 11 BLK 4 RICKARBY PLACE DBK 116 P 208 & ALSO THE STRIP OF LAND LYING E
OF SD LOTS #SEC 28 T4S R1W #MP29 10 28 2 005 (29 10 28 2 005 005.XXX) 612
HOUSTON ST**

Nuisance Date: **3/21/2025**

Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		18,300	\$ 0.0125	\$ 228.75
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 416.75


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **TERRY LULA GAMBLE, JOHNNY GAMBLE**
ELLA GAMBLE WILMER, TONY GAMBLE
Address: **2502 PHILPOT AVE**
City, State, Zip: **SELMA, AL 36703-1939**
Repeat Group Number: **87** Item # **2**

Lot Description: **LOT 24 BLK 3 RESUB FIRST UNIT OF GULF HGTS SUBDIV MBK 5 P 633 #SEC 44 T4S R1W**
#MP29 02 44 0 027 (29 02 44 0 027 103.XXX) 607 PETIT AVE

Nuisance Date: 3/21/2025
Date lot was cut: 5/15/2025 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,267	\$ 0.0125	\$ 203.34
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 360.34

Shelia Dean

SECRETARY

Marchetta Jantz

INSPECTOR

Sam Fick

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 27, 2025

Lot Owner: **COURTNEY LARRY NEWMAN**
C/O HARRIS JOSEPH C & WANDA L
Address: **1806 WARD CT**
City, State, Zip: **MOBILE, AL 36617-3723**
Repeat Group Number: **87** Item # **3**

Lot Description: **LOTS 552 & 553 1ST ADD TO HAAS PLACE DBK 156 PGS 386- 387 #SEC 18 T4S R1W**
#MP29 08 18 1 004 (29 08 18 1 004 061.XXX) 164 PAGE AVE

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,874	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean
SECRETARY

Marchetta Jacte
INSPECTOR

Harry Ash
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

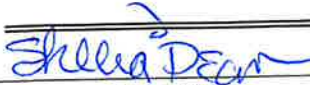
Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **JOHNSON EDISON M & ROSA M**
C/O ROSAMARIE D JOHNSON
Address: **599 COUNTRY RIDGE RD**
City, State, Zip: **OPELOUSAS, LA 70570**
Repeat Group Number: **87** Item # **4**

Lot Description: **LOTS 38 & 39 BLK 5 HARTWELL PL MBK 3 P 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 295.XXX) 281 CEDAR DR

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,594	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 382.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **ANDERSON WILLIAM & ALBERTA**
C/O WALTER DAVIS

Address: **5661 PINE ST**

City, State, Zip: **HOUSTON, TX 77081-7309**

Repeat Group Number: **87** Item # **5**

Lot Description: **LOT 6 BLK 9 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06
13 0 003 (29 06 13 0003 152XXX) 610 CEDAR AVENUE**

Nuisance Date: **3/21/2025**

Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,637	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Marchetta J. Tate

INSPECTOR

Frank [Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **JOHNSON REGINA**
C/O RUTH CHATOM AND
DAVID JOHNSON
Address: **1341 84TH ST**
City, State, Zip: **CLEVELAND, OH 44103-2945**
Repeat Group Number: **87** Item # **6**

Lot Description: **BEG SW CORNER BRUSSELL ST & SLIGO ST TH S 36.5 FT TH W 120 FT TH N 36.5 FT TH E 120 FT TO POB BEG PART OF LOT 3-5 BLK 18 TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 058.01X) 0 BRUSSELLS ST**

Nuisance Date: 3/21/2025
Date lot was cut: 5/15/2025 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,304	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Sheelia Dear

SECRETARY

Angela Hester

INSPECTOR

Angela Hester

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **JOHNSON REGINA**
C/O RUTH CHATOM AND
DAVID JOHNSON
Address: **1341 E 84TH ST**
City, State, Zip: **CLEVELAND, OH 44103-2945**
Repeat Group Number: **87** Item # **7**

Lot Description: **BEG SW COR OF BRUSSELL ST & SLIGO ST THEN RUN S ALG W/L OF BRUSSELL ST 36.5 FT TO THE POB CONT S 36.5 FT TH W 120 FT TH N 36.5 FT TH E 120 FT TO POB BEG PART OF LOT 3-5 BLK 18 TOULMIN TRT #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 058.XXX) 1200 BRUSSELLS**

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,380	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Sheela Dean

SECRETARY

Elizabeth Perryman

INSPECTOR

James P. Smith

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **87** Item # **8**

Lot Description: **THAT PART OF LOTS 8 & 9 BLK 15 TOULMIN TRT DBK 112 PG 175 DESC AS FOLL FOR POB COMG AT SE COR OF LOT 8 & FROM PT RUN N 56 FT ALG E BDRY OF LOT 8 & W BDRY OF BRUSSELLS ST TO PT & FROM SD PT RUN W ON LINE PAR WITH N BDRIES OF LOT 8 & 9 DIS 112 FT TO PT WHICH PT IS ON W BDRY OF SD 9 & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN S ON W BDRY OF LOT 9 56 FT TO PT & FROM SD PT RUN E ON LINE PAR WITH N/L OF LOTS 8 & 9 112 FT TO POB #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 055.XXX) 1700 SLIGO ST**

Nuisance Date: 3/21/2025
Date lot was cut: 5/15/2025 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,232	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 482.00

Shelia Deon
SECRETARY
Marquita Jantz
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **M & R PROPERTIES**
Address: **26 HOUSTON ST**
City, State, Zip: **MOBILE, AL 36606-4318**
Repeat Group Number: **87** Item # **9**

Lot Description: **S 50 LOT 5 BLK 23 TOULMIN T RT DBK 112 P 175 #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 092.XXX) 1252 BRUSSELLS ST**

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,800	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **WASHINGTON JAMES M**
C/O MARY B WASHINGTON
Address: **405 S SAGE AVE**
City, State, Zip: **MOBILE, AL 36606-2904**
Repeat Group Number: **87** Item # **10**

Lot Description: **LOT 18 BLK 4 RESUB OF RESUB OF 1ST UNIT OF GULF HGTS MBK 5 PGS 633-634 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 092.XXX) 616 PETIT AVE**

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,374	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **MOLETTE DOUGLALS**
Address: **1918 SAINT STEPHENS RD**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **87** Item # **11**

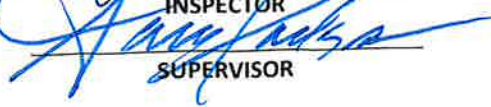
Lot Description: **N 75 FT OF LOT 54 UNIT 2 PARADISE PARK MBK 6/281 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 276.001) 1454 BUTLER ST**

Nuisance Date: **3/21/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,500	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **COX ELIGIA**
Address: **7721 MAILON CT**
City, State, Zip: **THEODORE, AL 36582-2396**
Repeat Group Number: **87** Item # **12**

Lot Description: **LOT 59 DIV B MILLVILLE TRT DBK 121 PG 512 #SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 141.XXX) 2670 BETBEZE ST**

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,450	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean
SECRETARY

Margaretta Darte
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **PARRIS JERRAL**
Address: **2208 MAIN ST**
City, State, Zip: **ALTAMONT, TN 37301-4425**
Repeat Group Number: **87** Item # **13**

Lot Description: **LOT 3 BLK 2 RESUB OF BLK 2 AIR BASE PLACE MBK 4 PG 25 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 074.XXX) 1755 DUVAL ST**

Nuisance Date:

Date lot was cut: Contractor:

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		12,480	\$ 0.0125	\$ 156.00
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 313.00

Shelia Dean
SECRETARY

Marcella J. White
INSPECTOR

Faye Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **PRUETT CHARLES BENNETT &
SARAH ANN PRUETT**
Address: **1364 GLEEN ST**
City, State, Zip: **MOBILE, AL 36605-5101**
Repeat Group Number: **87** Item # **14**

Lot Description: **LOT 11 BLK C DOG RIVER HGTS MBK 4 P 18 #SEC 37 T5S R1W #MP32 02 37 0 003 (32
02 37 0 003 075.XXX) 1364 GLENN ST**

Nuisance Date: 3/21/2025
Date lot was cut: 5/15/2025 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,424	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Marchetta Jantz

INSPECTOR

Ray Jack
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **ARCEO ANTONIO &
FERNADO ARCEO**
Address: **912 WILLOWBEND RD**
City, State, Zip: **PELHAM, AL 35124-1542**
Repeat Group Number: **87** Item # **15**

Lot Description: **LOT 6 BLK 3 RESUB OF BAY DIV OF SHORE ACRES DBK 156 P 510-513 #SEC 40 T5S R1W
#MP32 05 40 0 001 (32 05 40 0 001 006.XXX) 1111 NORTH DR**

Nuisance Date: **3/21/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	17260	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Marcella Kute
INSPECTOR

James Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 27, 2025

Lot Owner: **JANSSEN WALTER C JR**
Address: **627 CRENSHAW ST**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **87** Item # **17**

Lot Description: **COMG AT SE COR OF CRENSHAW & SENATOR ST TH S-LY ALG E/L OF CRENSHAW ST 650 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG E/L OF CRENSHAW ST 65 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO PT TH NLY & PAR TO CRENSHAW ST 65 FT TO PT TH WLY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 015.XXX) 627 CRENSHAW ST**

Nuisance Date: **3/21/2025**
Date lot was cut: **5/15/2025** Contractor: **Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,125	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Masschella Jonte

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 27, 2025

Lot Owner: **CARMICHAEL PROPERTY GROUP LLC**
Address: **P. O. BOX 161561**
City, State, Zip: **MOBILE, AL 36616-2561**
Repeat Group Number: **87** Item # **18**

Lot Description: **LOT 19 BLK 6 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 169.XXX) 1582 POLK ST**

Nuisance Date: 3/21/2025
Date lot was cut: 5/15/2025 Contractor: Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard	1	\$	
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 87** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Boy Scouts of America, Mobile Area Council**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **Boy Scouts of America, Mobile Area Council**, is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to *to **Boy Scouts of America, Mobile Area Council**, will be used to assist with registration and uniform fees.*

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Joel Daves

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

WHEREAS, ***Boy Scouts of America, Mobile Area Council**, is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Boy Scouts of America, Mobile Area Council***, will be used to *assist registration and uniform fees*.

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Joel Daves

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

WHEREAS, ***Boy Scouts of America, Mobile Area Council**, is an Alabama non-profit corporation which provides a service to the community; and*

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Boy Scouts of America, Mobile Area Council***, will be used to *assist registration and uniform fees*.

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$1,000.00 to **Opportunity 4 Entertainers & Performing Arts***, from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Opportunity 4 Entertainers & Performing Arts***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Opportunity 4 Entertainers & Performing Arts***, will be used to *assist with improvement of the 8th Annual MOB Music Fest on July 11-13, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,000.00 to Opportunity 4 Entertainers & Performing Arts***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$2,000.00 to **Opportunity 4 Entertainers & Performing Arts***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Opportunity 4 Entertainers & Performing Arts***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Opportunity 4 Entertainers & Performing Arts***, will be used to *assist with the 8th Annual MOB Music Fest on July 11-13, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,000.00 to Opportunity 4 Entertainers & Performing Arts***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$140,283.00 be transferred from Citywide Capital Project SDT08 CIP Signal Detection Citywide to Grant Project G-STPMMR25 Grant Match Holding Account for Traffic Signal Upgrades on State and Local Routes.

Adopted:

City Clerk

Re: CivicClerk Notification - Agenda Item Approval Assigned to You

From Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Date Thu 5/29/2025 8:58 AM
To Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc Angle, Laura <laura.angle@cityofmobile.org>

Thank you!

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Sent: Thursday, May 29, 2025 8:53:16 AM
To: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: RE: CivicClerk Notification - Agenda Item Approval Assigned to You

Hi Kelsi,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- \$140,283 from Citywide Capital Project SDT08 CIP SIGNAL DETECTION CITYWIDE to Grant Project G-STPMR25 Grant Match Holding Account a TRAFFIC SIGNAL UPGRADES STATE AND LOCAL ROUTES.

Thanks so much for your help with this!

Jasmine (Washington) Cook

jasmine.washington@cityofmobile.org

O: (251) 208-7043

M: (251) 348-2404

From: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Sent: Wednesday, May 28, 2025 3:52 PM
To: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Angle, Laura <laura.angle@cityofmobile.org>
Subject: Fw: CivicClerk Notification - Agenda Item Approval Assigned to You

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 5/15/25

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: CW

REQUEST: Please transfer \$ 140,283.00

FROM CAPITAL PROJECT#: SDT08

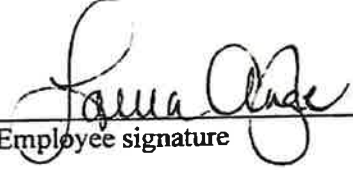
CAPITAL PROJECT NAME: CIP SIGNAL DETECTION CITYWIDE

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-STPMR25

PROJECT NAME: TRAFFIC SIGNAL UPGRADES STATE AND LOCAL ROUTES

ACCT PROJECT STRING#: G-STPMR25.MATCHINGGR


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET

C#5389

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP PINEHILL RECYCLING CENTER - IMPROVEMENTS

CAPITAL PROJECT #: C0981 (20002000-48010)

CONTRACT AMOUNT: \$83,550.00 DATE OF
RECEIPT: 5/23/2025

ARCHITECTURAL ENGINEERING PROJECT #: PW-062-
24

PROJECT DESCRIPTION: Contractor shall provide all labor and materials
necessary for preparation of site work for placement of a modular office
space to be installed by others.

VENDOR NAME: HARWELL & COMPANY, LLC.

VENDOR NUMBER: 294040

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ N **X** ; 5% of the 1st 50% ____ or
If different, indicate special
rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant II Date: 05/07/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

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

Name of Company: Harwell & Company, LLC.

Project Name: CIP Pinehill Recycling Center - Improvements

Project Number: PW-062-24

Amount: \$83,550.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PINEHILL RECYCLING CENTER - IMPROVEMENTS

CAPITAL PROJECT #: C0981 (20002000-48010)

CONTRACT AMOUNT: \$83,550.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PW-062-24

PROJECT DESCRIPTION: Contractor shall provide all labor and materials necessary for preparation of site work for placement of a modular office space to be installed by others.

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VENDOR NUMBER: 294040

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ N **X** ; 5% of the 1st 50% ____ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 05/07/2025



05.02.2025

09:45AM

Dear Council Members:

Attached to this memo is an agreement between the HARWELL & COMPANY LLC and the City of Mobile, for the project titled "Pinehill Recycling Center - Improvements" in the amount of \$83,500.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer

Architectural Engineering

2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

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 day of in the year
(In words, indicate day, month and year.)

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

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

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

Harwell & Company, L.L.C.
75 Midtown Park E
Mobile, AL 36606
City of Mobile Business License Number: 1967155
Secretary of State Registration Number: 000-442-103

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

Pinehill Recycling Center
308 Pinehill Drive
Mobile, Alabama 36606
PW-062-24
Contractor shall provide all labor and materials necessary for preparation of site work for placement of a modular office space to be installed by others.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Dorsey & Dorsey Engineering, Inc.
6051 Airport Blvd
Mobile, AL 36608

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

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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, INSURANCE AND BONDS

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. 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.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 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.)

☒ [X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

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 Eighty-Three Thousand Five Hundred Fifty and 00/100 (\$ 83,550.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$73,550.00

Contingency Allowance: \$10,000.00

Total Bid: \$83,550.00

Alternate: NA

Total Contract Sum: \$83,550.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

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

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. 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.

E. Allowances are subject to the same provision of AIA 201 Article 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 (\$0.00)
1. Provide labor and all other necessary construction components for installation of 1 Square Foot of drive surfacing.	SF	\$3.50
2. Provide labor and all other necessary construction components for installation of 1 Square Foot of concrete surfacing.	SF	\$8.50

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date 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.

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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, 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 in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 Architect may require. This accepted 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, General Conditions of the Contract for Construction (including Owner's then current Modifications), 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 insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 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 Architect 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 Architect 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:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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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:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 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

- .1 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
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the

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contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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 Harwell & Company, L.L.C. has completed the contract for PW-062-24, Pinehill Recycling Center, 308 Pinehill Drive, Mobile, Alabama 36606. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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.

(Paragraphs deleted)

§ 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.

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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:
(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Doug Harwell, CEO
75 Midtown Park E
Mobile, AL 36606
Jada@harwellandcompany.com
251-308-4700

§ 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 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of 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,

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Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and
Property Damage | \$1,000,000 combined single limit |
| D. | Damage to Rented Premises | \$1,000,000 each occurrence |
- .6 Such comprehensive policy shall include the following:
- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property Damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |
| J. | Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable). |
| K. | Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy. |
| L. | The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution." |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any

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

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, 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.
 - A. 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 as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. 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.
 - D. 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.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 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.

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- .12 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.
- .13 "In Rem" endorsement.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.

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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.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

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.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
Title Sheet	Title Sheet	11/1/2024
C101	Existing Site & Best Management Plan	11/1/2024
C102	Project Scope	11/1/2024
C301	Concrete Pad	11/1/2024
C501	Miscellaneous Details	11/1/2024
C502	Environmental Control Plan & Details	11/1/2024
C503	Supplemental Environmental Controls	11/1/2024

- .4 Specifications

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Section	Title	Date
Section 01010	Summary of Work	1/30/2025
Section 01210	Allowances	1/30/2025
Section 01220	Unit Prices	1/30/2025
Section 01310	Project Management & Co-ordination	1/30/2025
Section 01320	Construction Progress Documentation	1/30/2025
Section 01330	Submittal Procedures	1/30/2025
Section 01700	Execution Requirements	1/30/2025
Section 01731	Cutting and Patching	1/30/2025
Section 01770	Close out Procedures	1/30/2025
Section 017839	Project Record Documents	1/30/2025
Section 017823	Operation and Maintenance Data	1/30/2025

.5 Addenda, if any:

Number	Date
Addendum 1	February 3, 2025
Addendum 2	February 6, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703

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Section 00700

with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
General Conditions of the Contract for Construction-
AIA Document A201

- § 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.

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harwell & Company, L.L.C.

William S. Stimpson, Mayor

(Printed name and title)

Doug Harwell, CEO

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared

Doug Harwell as CEO of Harwell & Company, L.L.C. 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 20th day of February, 2025.

NOTARY PUBLIC

My Commission Expires:

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



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PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harwell & Company, L.L.C., 75 Midtown Park E, Mobile, Alabama 36606, hereinafter called the Principal, and Old Republic Surety Company, P.O. Box 1635, Milwaukee, WI 53201, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Eighty-Three Thousand Five Hundred Fifty and 00x/100 Dollars (\$83,550.00.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Pinehill Recycling Center (PW-062-24) 308 Pinehill Drive, Mobile, Alabama, 36606 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

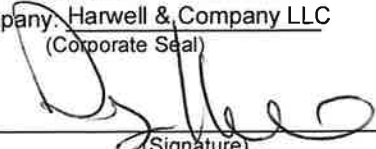
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

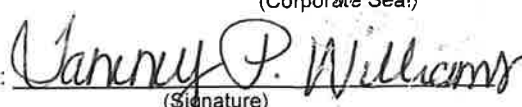
EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: Harwell & Company LLC
(Corporate Seal)

By: 
(Signature)
Name and Title: Doug Harwell, CEO

SURETY
Company: Old Republic Surety Company
(Corporate Seal)

By: 
(Signature)
Name and Title: Tammy P. Williams, Attorney-In-Fact

Resident Agent:


(Signature)

Name and Title: Tammy P. Williams

Company Name: Valent Group

Address: 1110 Montlimar Drive, Ste 400

Mobile, AL 36609

Phone and Fax: 251-344-5530 / 251-343-0653

Owner's Representative: Carleen Stout

REAM Dept Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 21st day of February, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harwell & Company, L.L.C., 75 Midtown Park E, Mobile, Alabama 36606, as Principal, and Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Eighty-Three Thousand Five Hundred Fifty and 00x/100 Dollars (\$83,550.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Pinehill Recycling Center (PW-062-24) 308 Pinehill Drive, Mobile, Alabama, 36606, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.

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

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Tammy P. Williams, **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: Harwell & Company LLC
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: Doug Harwell, CEO

SURETY
Company: Old Republic Surety Company
(Corporate Seal)

By: Tammy P. Williams
(Signature)
Name and Title: Tammy P. Williams, Attorney-in-fact

Resident Agent: Tammy P. Williams
(Signature)
Name and Title: Tammy P. Williams
Company Name: Valent Group
Address: 1110 Montlimar Dr., Ste 400
Mobile, AL 36609
Phone and Fax: 251-344-5530 / 251-343-0653

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 21st day of February, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith” Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HARWELL + COMPANY, LLC
Address	75 MIDTOWN PARK E MOBILE, AL 36606-4141
Telephone	251-308-4700
E-Mail	harwellmreale@bellsouth.net; jada@harwellandcompany.com

RFP/RFQ Solicitation Number	PW-062-24
Project Description	PINEHILL RECYCLING CENTER 308 Pinehill Dr, Mobile, AL 36606
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 29 Female 6 Minority 15 Non-minority 20 SDVO
Total # of Employees	35

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jada Worring
Signature: Jada A. Worring Date: 2/12/25
Title: Office Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jada Worring Title: Office Manager
Email: jada@harwellandcompany.com Phone: 251-308-4700



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

HARWELL +

Please Print Company Company, LLC Your Bid/Proposal Amount \$ 83,500⁰⁰ Date: _____

2/12/2025 Description PW-062-24 PINEHILL RECYCLING CENTER

Name of Bidder/Proposer: HARWELL & COMPANY, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARWELL & COMPANY, LLC Phone 251-308-4700 Email jada@harwellandcompany.com
Contact Person: Jada Werring

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

			INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
			WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
			COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.



Alabama Secretary of State



Harwell & Company, L.L.C.	
Entity ID Number	000-442-103
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/08/2010
Registered Agent Name	HARRY V SATTERWHITE
Registered Office Street Address	1325 DAUPHIN ST MOBILE, AL 36604
Registered Office Mailing Address	1325 DAUPHIN ST MOBILE, AL 36604
Nature of Business	CONSTRUCTION SERVICES
Members	
Member Name	HARWELL, L DOUGLAS JR
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/03/2023
Registered Agent Changed From	ERWIN, C MARK 1325 DAUPHIN ST MOBILE, AL 36604
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/08/2010 Certificate of Formation 3 pgs.
Document Date / Type / Pages	03/03/2023 Registered Agent Change 2 pgs.



Company ID Number: 531791

Approved by:

Employer Harwell and Company, LLC	
Name (Please Type or Print) Lisa H Owen	Title
Signature Electronically Signed	Date 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/30/2012



Company ID Number: 531791

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harwell and Company, LLC
Company Facility Address	2390 Raymond Tanner Road Semmes, AL 36575
Company Alternate Address	P O Box 2625 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	271618603
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2025

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

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

PRODUCER Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 E-MAIL ADDRESS: twilliams@valentgroup.com FAX (A/C, No): (251) 343-0653
INSURED Harwell & Company LLC; H & C Division Supply, LLC 75 Midtown Park E Mobile AL 36606-4141	INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Mutual Insurance Company INSURER B: XL Specialty Insurance Co INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 25135 37885 41297

COVERAGES**CERTIFICATE NUMBER:** CL2511050532**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	10196150CP	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	10196149CA	01/14/2025	01/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y	Y	10196151CU	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	Issued by Work Comp Carrier			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA25A	01/14/2025	01/14/2026	Ded. \$2500 \$1,000,000 Ded. 3% \$2500 minimum \$3,196,143

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

Project Name: Pinehill Recycling Center PW-062-24 City of Mobile is included as Additional Insured in respect to General liability, Automobile liability and Umbrella liability. General liability, Automobile liability and Umbrella liability are Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of subrogation applies in favor of City of Mobile with respect to General liability, Automobile liability and Umbrella liability. We will endeavor to provide a 30 day notice of cancellation, notice on non-renewal or material changes (except 10 days for non-payment of premium).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charlie Huntzape, Jr.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2025

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

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

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins	FAX (A/C, No): 217-477-6772	
	PHONE (A/C, No, Ext): (888)-578-5555 8417	E-MAIL ADDRESS: workersfirst@ccmsi.com	
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: WorkersFirst CompFund		
	INSURER B: Midwest Employers Casualty Company		23612
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	EWC005404(WC)	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N/A		PQAL127200(EL)			

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

Project Name: Pinehill Recycling Center / **Project #:** PW-062-24. Waiver of Subrogation in favor of certificate holder applies.

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

Linda Hudgins

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **2/20/2025 - 1/1/2026**
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. **PQAL127200(EL)** Endorsement No.
Premium **0**

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Cory Penn, Councilmember

Joel Daves, Councilmember

Gina Gregory, Councilmember

Purpose and Scope of Project:

Authorize Agreements to accept Fee Simple Right of Way Deed and Temporary Construction Easement, when prepared, for Tract 1, located at 3661 Dauphin Street, for \$ 17,698.00 plus closing costs, City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue.

Amount of Contract:

\$17,698.00 plus closing costs

Funding Source

G-STPM7553

ATTACHMENTS:

1. RESOLUTION June 3 2025 - Dauphin Tct 1
2. Tract 1 Agreement PAR OWNER SIGNED
3. Tract 1 Agreement TCE OWNER SIGNED
4. Contract-plem_ROW acq 2018
5. Contract-ROW Acq 09.28.12

REVIEWERS:

Stacey Howard

Carleen Stout
Laura Angle
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Members, Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to execute agreements, and accept the Deeds, when prepared, for the acquisition of a right-of-way tract and temporary construction easement, for City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB- 7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at Springhill Memorial Hospital to Sage Avenue as set out in the instruments attached hereto, from The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill, Tract 1, for the total price of \$ 17,698.00, plus closing costs, through Pierce Ledyard, PC, 3801 Airport Boulevard, Mobile, AL 36608:

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288:

Tract 1: Fee Simple Right of Way Deed, for \$4,656.00, and Temporary Construction Easement, for \$ 13,042.00, from The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill.

SAID DOCUMENTS are by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Director of Real Estate Asset Management of the City of Mobile.

BE IT FURTHER RESOLVED THAT:

The Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to negotiate and to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other forms necessary to complete the transactions, through Pierce Ledyard, PC, 3801 Airport Boulevard, Mobile, AL 36608.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorated share of property taxes payable to title company, Pierce Ledyard, PC, 3801 Airport Boulevard, Mobile, AL 36608.

All approved and funded in accordance with the Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-688 on October 09, 2018, as Supplemental Agreement, amending Agreement dated September 28, 2012, Resolution 01-288.

Adopted:

City Clerk

AGREEMENT
(Fee Simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. STPMB 7533(601)

THIS AGREEMENT ("Agreement") is made between the City of Mobile, party of the first part, acting by and through its Council, and The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property, known as Right of Way Tract No. 1 of **Federal Aid Project Number STPMB 7533(601)** as identified from the records of the City of Mobile Engineering Department (the "Property"), for the purpose of creating improvements, to include resurfacing, curb and gutter, traffic signals, lighting, and access management modifications, as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Property to the party of the first part in fee simple, and will execute and deliver a warranty deed to the party of the first part, upon payment of the sum of \$4,656.00 dollars to the party of the second part by the party of the first part, at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the Agreement. The party of the second part understands the above-mentioned sum includes payment for the Property, further described as follows:

TRACT 1 PAR1 as shown on attached sketch, Exhibit A

and excludes payment for the following items appraised as personalty:

N/A

3. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose described in Section 1; provided, however, the party of the first part will remain ultimately responsible for any damage to said remaining land or personalty thereupon by virtue of the party of the first part entering said remaining land.

4. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

5. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work:
N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this Agreement.

6. It is understood by both parties that the party of the second part shall vacate the Property within thirty (30) days after transfer of title, removing only such items as are considered personal property, except that in no case shall the party of the second part be required to vacate the Property prior to the expiration of the ninety (90) day notice of relocation eligibility, heretofore furnished the party of the second part, which expires on N/A.

7. Exceptions and additional conditions: N/A

The rights provided for in this Agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 20th day of May, 2025.

**SELLER: The Medical Clinic Board of the
City of Mobile, Alabama-Spring Hill**

Louie C. Wilson MD Date 28/05 2025

AS ITS: Chairman

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Louie Wilson, MD, whose name as Chairman of The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill, signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of May, 2025.

Heather Leger
Notary Public

My Commission Expires:



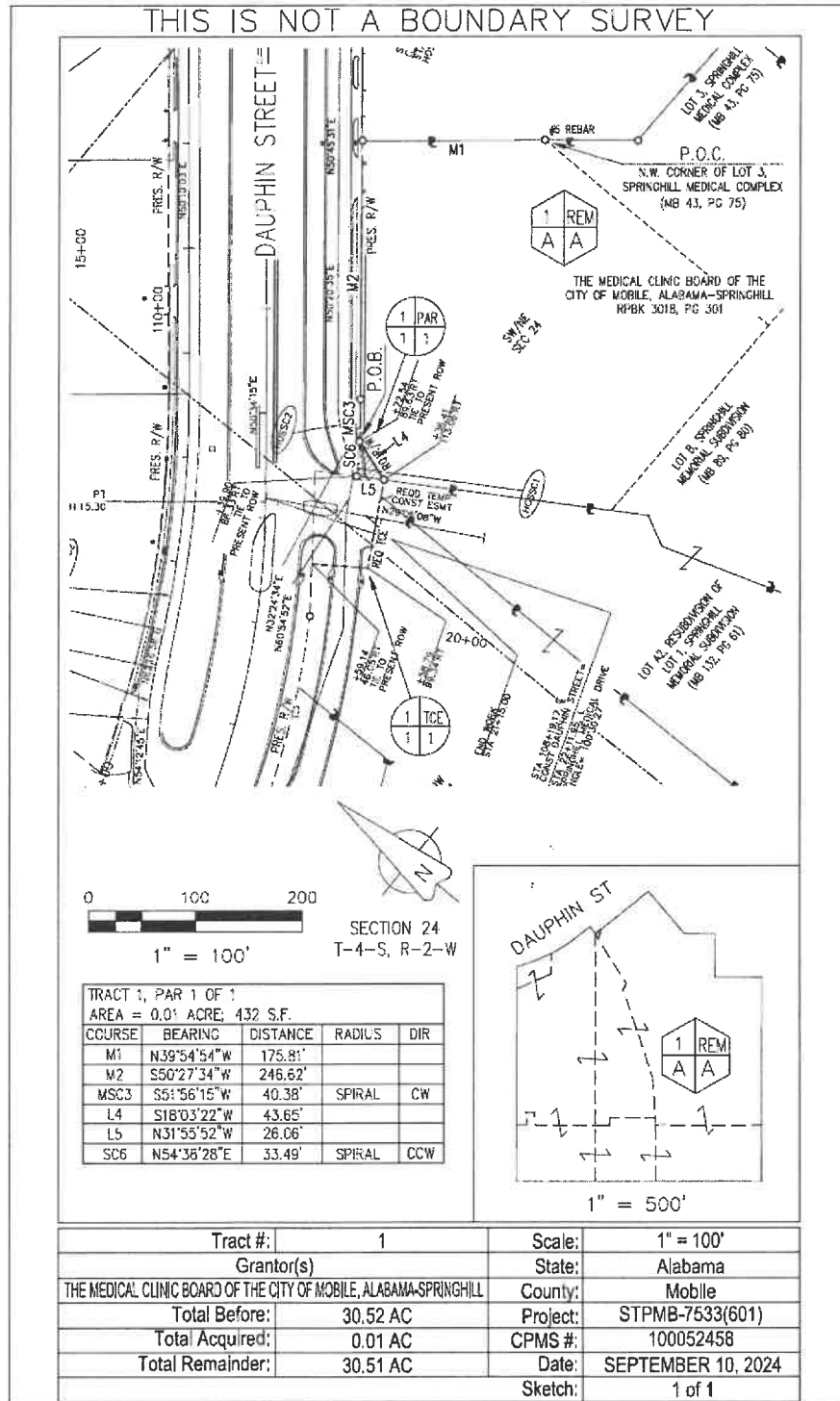
BUYER: CITY OF MOBILE

BY _____ Date ____/____/2025
WILLIAM S. STIMPSON, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

EXHIBIT "A"



AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. STPMB 7533(601)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made between the City of Mobile, party of the first part, acting by and through its Council, and The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase a non-exclusive Temporary Construction Easement from the party of the second part, on property known as Tract No. 1 of **Federal Aid Project Number STPMB 7533(601)** as identified from the records of the City of Mobile Engineering Department ("Easement Property"), for the sole purpose of creating improvements, to include resurfacing, curb and gutter, traffic signals, lighting, and access management modifications, as shown by the right of way map of said project that is included in Exhibit A hereto. The party of the first part shall conduct all work in compliance with applicable laws, ordinances, and regulations.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, and will execute and deliver a Temporary Construction Easement Deed to the party of the first part, upon payment of the sum of \$13,042.00 dollars to the party of the second part by the party of the first part, at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the Temporary Construction Easement on the Easement Property set forth in the following:

TRACT 1 TCE 1 as shown on attached sketch, Exhibit A

3. The party of the first part agrees that the Easement Property will be returned to the condition it was in (or a substantially similar or better condition) prior to construction, reasonable wear and tear excepted. The party of the first part shall have the right to enter and use the Easement Property solely for the purposes described herein. Furthermore, the party of the first part shall not unreasonably interfere with the party of the second part's use of the surrounding property beyond the Easement Property.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements that were purchased by the party of the first part and are located partially or wholly within the right of way; provided, however, the party of the first part will remain ultimately responsible for any damage to said remaining land or personalty thereupon by virtue of the party of the first part entering said remaining land.

5. Said Temporary Construction Easement given unto the City of Mobile and to its successors and assigns shall be for a period of three (3) years at which time it shall automatically terminate unless extended by mutual agreement of the parties to this Agreement. Notwithstanding the foregoing, should the project set forth Section 1 end prior to the three (3) year period established by this Section 6, the Temporary Construction Easement shall terminate at the time of the project's completion.

The rights provided for in this Agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 20th day of May, 2025.

SELLER: The Medical Clinic Board of the
City of Mobile, Alabama-Spring Hill

Fern C Wilson M.D. Date 5/20 2025

AS ITS: Chairman

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Chairman Fern C Wilson, MD of The Medical Clinic Board of the City of Mobile, Alabama-Spring Hill, signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of May, 2025.

Heather Leger
Notary Public

My Commission Expires:



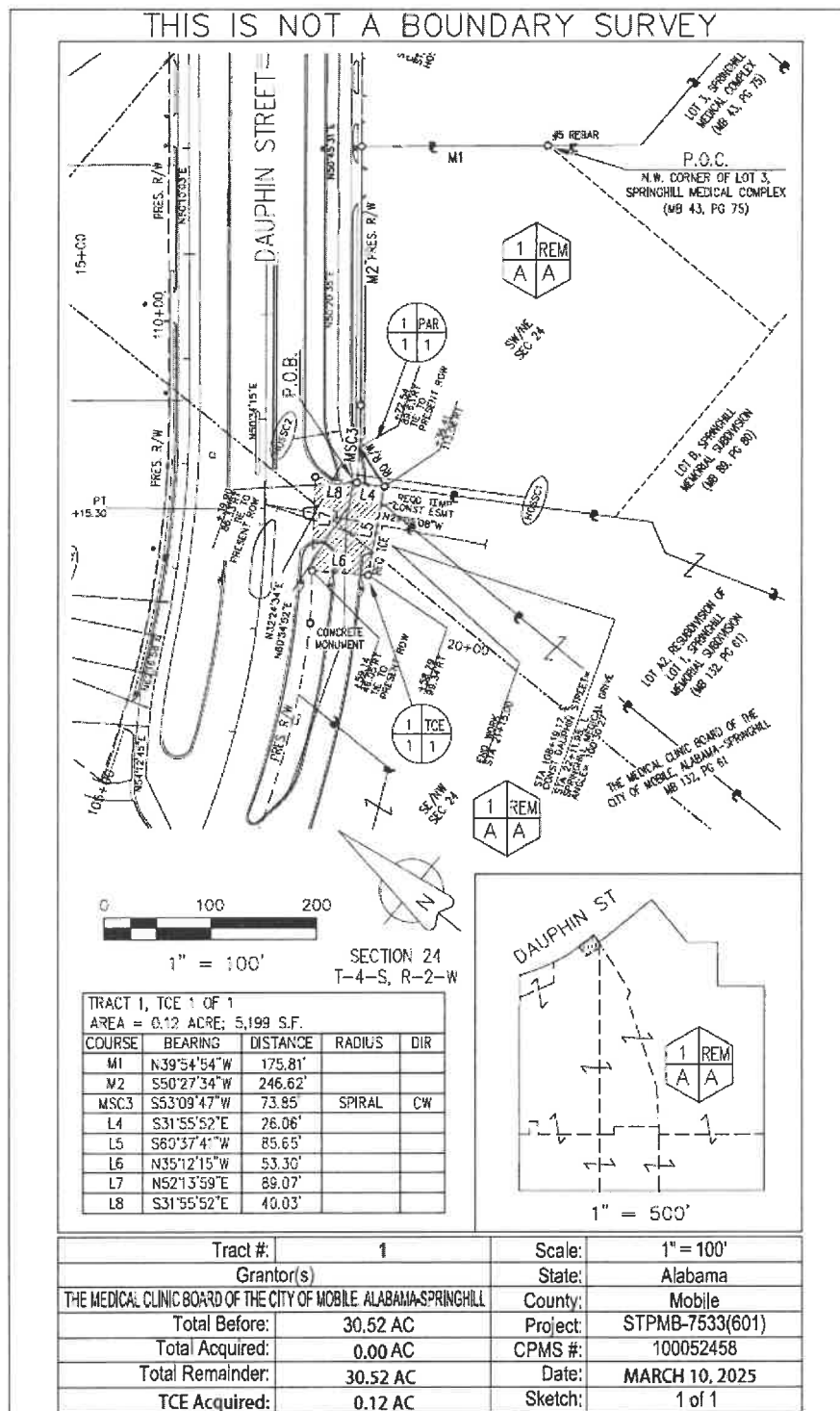
BUYER: CITY OF MOBILE

BY _____ Date ____/____/2025
WILLIAM S. STIMPSON, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

EXHIBIT "A"



01-688

2018

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: ALDOT

Project Name: Dauphin Street from Sage Avenue to West of I-65 at
Springhill Memorial Hospital Agreement for ROW Acquisition

Estimated Cost: N/A

Adopted: 10-09-18



City Clerk

RESOLUTION NUMBER 01-688

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama, as follows:

That the City enters into a Supplemental Agreement Number 1' with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated September 28, 2012 for: Right-of-way acquisition program, Project STPMB-7533 (), Project Reference Number 100052458 Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile; which Agreement is before this Council.

1. That the Supplemental Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
2. That the Supplemental Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Supplemental Agreement by all parties, that a copy of such Supplemental Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 9 day of October, 20 18.

ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9 day of October, 20 18, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9 day of October, 20 18.


City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7533 ()
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile**

SUPPLEMENTAL AGREEMENT NUMBER 1

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY.

WHEREAS, the STATE and CITY entered into a right-of-way acquisition program for Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile, effective September 28, 2012, and

WHEREAS, the STATE and CITY desire to amend the Agreement entered into on September 28, 2012 by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated September 28, 2012 is hereby amended in the following respects:

1. Page 2, paragraph 2, of the foregoing Agreement is hereby amended in the following respects: The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Region Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following

procedure will apply: Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Region Acquisition Manager.

2. Page 3, paragraph 7, of the foregoing Agreement is hereby amended in the following respects: The CITY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the right-of-way has been acquired. Any invoices submitted after this six (6) month period will not be eligible for payment.
3. Page 3, paragraph 9, of the foregoing Agreement is hereby amended in the following respects: The CITY will handle any public involvement actions that may be required.
4. Page 4, paragraph 14, of the foregoing Agreement is hereby amended in the following respects: For all claims not subject to Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required,

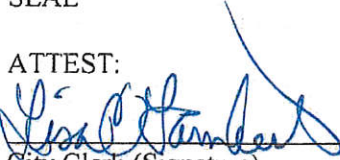
authorized, or undertaken by the CITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.

5. Page 4, paragraph 15, of the foregoing Agreement is hereby amended in the following respects: This agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
6. The foregoing agreement is hereby further amended by adding the following paragraph: 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.
7. All other and remaining terms of the Agreement dated September 28, 2012 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Supplemental Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Supplemental Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

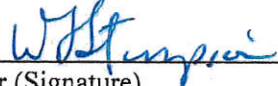
SEAL

ATTEST:


City Clerk (Signature)

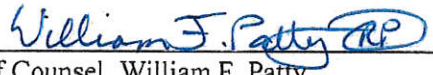
Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

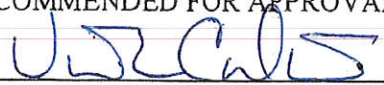
BY: 
Mayor (Signature)

William S. Stimpson
Type name of Mayor

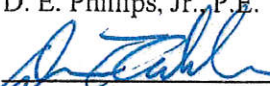
THIS SUPPLEMENTAL AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: 
Chief Counsel, William F. Patty

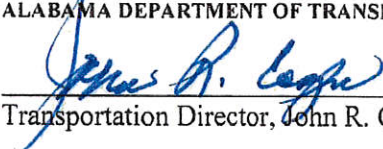
RECOMMENDED FOR APPROVAL:


Southwest Region Engineer, Vincent E. Calametti, P. E.


State Local Transportation Engineer,
D. E. Phillips, Jr., P. E.


Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION


Transportation Director, John R. Cooper

The within and foregoing Supplemental Agreement is hereby approved on the
this 26 day of November, 2018.


GOVERNOR OF ALABAMA, KAY IVEY

01-288

RESOLUTION

2012

Sponsored by: Mayor Samuel L. Jones
Councilmembers Richardson & Copeland

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Dauphin Street from Sage Ave. to West of I-65
Mobile County STPMB-7533 () *Right of Way Agreement*

Estimated Total Cost: \$270,400.00

Estimated City Funds: \$54,080.00

Adopted: JUL 31 2012



City Clerk

RESOLUTION NUMBER 01-288

2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

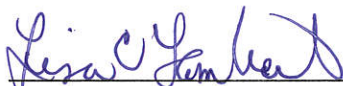
Right-of-Way Agreement for Project STPMB-7533 (), Project Reference Number 100052458 for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City of Mobile.

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

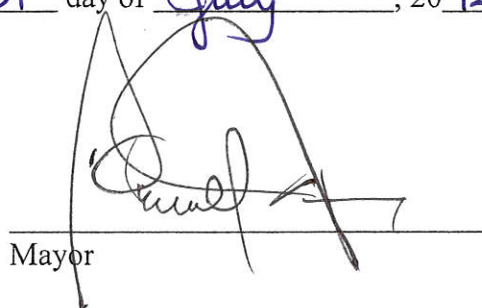
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 20 12.

ATTESTED:

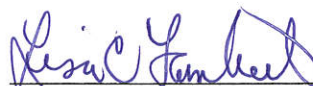


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 20 12, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 20 12.



City Clerk

K-11-0140
AG# 8581

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7533 ()
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.

- (2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$270,400</u>	<u>\$216,320</u>	<u>\$54,080</u>
TOTAL	\$270,400	\$216,320	\$54,080

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

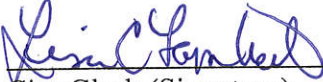
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.
- (15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

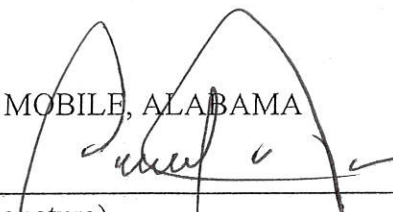
SEAL

ATTEST:


City Clerk (Signature)

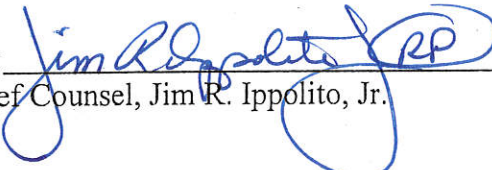
Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

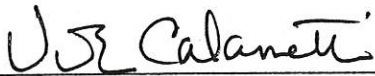
By: 
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

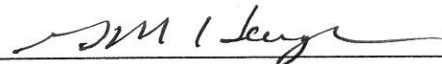
APPROVED AS TO FORM:

BY: 
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti


Multimodal Transportation Engineer
Robert J. Jilla


Acting Chief Engineer, G. M. Harper

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION


Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this 28th day of September, 20 12.


GOVERNOR OF ALABAMA, ROBERT BENTLEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Shonnda Smith

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 yr contract renewable for 3 addl 1 yr periods with CrowderGulf LLC, for post-disaster debris removal services.

Amount of Contract:

As needed at unit pricing.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 CrowderDisaster agenda package

REVIEWERS:

Donald Rose

Laura Angle

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: June 3, 2025
Date

Item No. _____

Submitted by: MPRD
Department

Kim Carmody
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with CrowderGulf LLC

PURPOSE & SCOPE OF PROJECT:

3 yr contract renewable for 3 addl 1 yr periods with CrowderGulf LLC, for post-disaster debris removal services.

General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed @ unit prices

FUNDING SOURCE:

Budget Item: TBD post-disaster

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Impossible to bid - RFP issued compliant with 2CFR 200

How many bidders received bid packages (if applicable): 13 + internet

How many bidders submitted bids (if applicable): 8

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and CrowderGulf, LLC, for three-years, renewable without further action by Council for three additional one-year periods, to provide post-disaster debris removal services, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR AN IDEFINITE SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

**CrowderGulf LLC
5629 Commerce Blvd East
Mobile, Alabama 36619**

City Business License No.:95118

For the following Project:

**POST-DISTASTER DEBRIS REMOVAL AND DISPOSAL
SERVICES**

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



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

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

WHEREAS, the City issued Request for Proposal #5937 (RFP) for Post-Disaster Debris Removal Services on February 28, 2025 (**Exhibit A**), and,

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

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

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

I. CONTRACTOR'S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Post-Disaster Debris Removal Services (the "Project"), in accordance with the scope of services as stipulated in the RFP, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFP, and is incorporated herein by reference.

II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for three years, renewable at the consent of both parties for three additional one-year periods.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. City and Contractor shall agree upon an invoice and payment schedule for each debris event. Absent such agreement, Contractor will invoice at monthly intervals, for City review, approval, and payment, in accordance with the **Fee Schedule** as set in **Exhibit B**, attached hereto and

incorporated herein. City shall retain the right to withhold payment for work the City reasonably considers subject to federal reimbursement denial, appeal, or arbitration, pending final City notice of federal reimbursement approval and City receipt of such funds. This withholding will not apply to specific City tasking that the City agrees, at the time of tasking Contractor, is not subject to federal reimbursement.

- B. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. City may also elect to use other Contractors to perform similar services in addition to, or instead of, Contractor. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- C. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. City shall pay contractor upon review and approval of Contractor invoice.
- B. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. This contract provides for a range of optional service items that may be performed by the Contractor. The parties recognize that additional services may be required. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

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

VII. CONTRACTORS INSURANCE

- A. Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.
- B. Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that

he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIME FOR PERFORMANCE

- A. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

X. LIQUIDATED DAMAGES

- A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the “completion” of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the “completion” of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the “completion” time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor’s delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

XI. FORCE MAJEURE

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

XII. OBLIGATIONS OF THE CITY

- A. City’s designated Project Manager for this work to act as City’s representative with respect to this Agreement will be the City’s Director of Public Services, or his representative. Such person will have authority to transmit instructions, receive information, and interpret and define City’s policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City’s possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City’s Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment

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

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

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by

Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

- A. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- C. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

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

XVI. SUSPENSION/STOP WORK ORDER

- A. The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
City Attorney
P.O Box 1827
Mobile AL 36602

CONTRACTOR:

CrowderGulf LLC
5629 Commerce Blvd East
Mobile AL 36619

- C. Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

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

XX. WITHHOLDING PAYMENT DUE

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

XXI. CURE PLAN

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

XXII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

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

XXIII. PEER REVIEW/VALUE ENGINEERING

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

XXIV. ANTI-BOYCOTT

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

XXV. NON-DISCRIMINATION

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

XXVI. COMPLIANCE WITH IMMIGRATION LAW

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

XXVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

- T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

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

CONTRACTOR: **CrowderGulf LLC.**

Ashley Ramsay-Naile
Signature

05-29-25
Date

Ashley Ramsay-Naile, President
Printed name and Title

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that

Ashley Ramsay-Naile, (name) whose name as President [title] of **CrowderGulf LLC.**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 29th day of May, 2025.

(SEAL)

Mary Challeil Turner
Notary Public
My Commission Expires

MARY CHALLEIL TURNER
Notary Public, Alabama State At Large
My Commission Expires 12/09/2028

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

EXHIBIT A City of Mobile Request for Proposals 5937
EXHIBIT B Contractor Fee Schedule
EXHIBIT C Insurance Requirements
EXHIBIT D Contractor Evidence of Insurance
EXHIBIT E Contractor E-Verify Documentation

EXHIBIT A
City of Mobile Request for Proposals 5937



**City of Mobile
Request for Proposals
RFP No. 5937**

Post-Disaster Debris Removal Services

I. Introduction.

The City of Mobile is requesting proposals from qualified debris removal contractors for the clean-up, removal, reduction, and disposal of debris as directed by the City in the event of disaster or other unforeseen circumstance requiring such services. There is no immediate cost to the City as this is a pre-event solicitation. This shall be a three-year contract utilized on an "as needed" basis with the option to automatically renew for three additional one-year periods upon the mutual consent of both parties.

Those individuals/firms interested in being considered for this contract are instructed to submit three paper (3) copies and one (1) electronic copy of their proposals prior to **4:00 p.m, local time, on April 3, 2025.**

by **mail** to:
City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

Or by **delivery** to:
City of Mobile
205 Government Street, Room 408S
Mobile, Alabama 36644.

Qualified responses will be reviewed and ranked by an evaluation committee. The City retains the discretion to conduct interviews and make additional inquiries as part of the evaluation and scoring process.

All proposals must be completed using the Proposal Submittal Form found as **Exhibit A**, and additional supporting documentation requested in the specifications. Please see **Section VIII** of this RFP for more details on submission requirements. Proposals submitted without such documentation will not be considered. Only information contained on the attached Proposal Submittal Form and accompanying required documentation will be considered in evaluating proposals.

Questions regarding this RFP may be sent by email to Purchasing@CityofMobile.org not later than **4:00 p.m., local time, on March 25, 2025.**

Proposals will be scored according to the following criteria:
(1) Cost of services,

- (2) Qualifications (Personnel, Financial, Resources)
- (3) Experience and Previous Performance (Similar work performed and Recommendations)
- (4) Approach to City Performance Requirements (How you will accomplish the work required)

All information provided by the proposer related to the items listed above shall be attached to the Proposal Submittal Form. It is the proposer's responsibility to provide, with its Proposal Submittal Form, information to adequately and accurately reflect its ability to effectively carry out the requirements of this Request for Proposals (RFP).

The City reserves the right to reject any and all proposals, to waive any informality in proposals, and to accept in whole or in part such proposals solely at its discretion.

II. General Scope of Work.

- A. The City of Mobile is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services.
 - 1. the removal of all eligible disaster-generated debris from the City's right of way or City property as directed by the City and
 - 2. the proper disposal of all eligible disaster-generated debris.
- B. While it is anticipated that these debris removal services will most frequently be used in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events.
- C. Contractors shall provide clean up, removal reduction and disposal of debris resulting from a disaster in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the City.
- D. The work to be undertaken includes, but is not limited to:
 - 1. Emergency Road Clearance: Removal of debris from the primary transportation routes when directed by the City.
 - 2. Debris Removal from Public Property: Removal of debris from public rights of way; removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
 - 3. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.
 - 4. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
 - 5. Documentation and Inspections: Storm debris shall be subject to inspection of the City. Inspections will be to ensure compliance with the contract and applicable Federal, State and local laws. The Contractor will, at all times, provide the City

- access to all work sites and disposal areas. The Contractor and the City will have in place at the disposal sites personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving. All debris collection and data documentation will be designed to appropriately address concerns of the reimbursement agencies. Documentation shall include amount of debris collected, number of crews working, and areas worked. Provide weekly reports to City.
6. **Work Sites:** The City will review and approve the location of all Contractor work sites. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.
 7. **White Goods:** The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and Local laws.
 8. **Hazardous Stumps:** The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. Stumps will be hauled to a disposal site where they shall be inspected and categorized by size.
 9. **Clean Fill Dirt:** The Contractor shall place compacted fill dirt in ruts created by equipment, holes, created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the City. This clean fill dirt shall be compacted as directed by the City.
- E. Contractor will be expected to provide the services set out in these specifications in full compliance with all AEMA, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.
 - F. The debris removal services contractor will work closely throughout the project with designated City personnel and the monitoring services contractor. Both the City and the monitoring services contractor will provide the debris removal services contractor with names, contact information, and program areas of appropriate City and monitoring services contractor personnel.
 - G. The debris removal services contractor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather allows as directed by the City. The standard expectation is that the contractor will stage equipment as close as practical to the City, and mobilize the equipment as soon as the storm passes the City.
 - H. Once activated, the debris removal services contractor shall provide the services set out in these specifications to the extent necessary to meet the needs of the City.
 - I. The debris removal services contractor must be able to provide the minimum services included in these specifications upon activation and must be prepared to place project personnel, including a project manager, within 24 hours of receipt of the written Notice

to Proceed. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours, and 100% of the required resources within 96 hours, to commence and conduct the services required by this RFP. Each proposer shall include with his or her proposal complete and adequate contact information for transmitting the Notice to Proceed to the debris removal services contractor. Project communication contacts for the City shall be detailed in the Notice to Proceed.

- J. Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the debris removal services contractor shall provide the City with a work plan for City approval for all activities to be conducted during the project. The initial work plan shall detail a 7 and 14-day projection of activities and be submitted within 48 hours of receipt of the Notice to Proceed, unless otherwise agreed to by the City. The contractor shall also provide a preliminary estimate of the overall cost for the project, which, when agreed to by the City, will become the basis for determination of the performance bond, if required by **Section IV.B.1** of this RFP. The plan shall be updated every week throughout the project period. The City may prioritize areas where the contractor shall perform specified activities.
- K. All activities conducted for the City shall be performed during daylight hours. The contractor may work seven days per week, including holidays, however, the City may suspend all operations due to inclement weather.
- L. Training: The debris removal services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet AEMA, FEMA, and FHWA requirements, and where possible or required by AEMA, FEMA, or FHWA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the City when responding to a Notice to Proceed. The proposer must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.
- M. Debris Removal Site Location: The debris removal services contractor shall be required to remove debris from all areas identified by the City as included in the Notice to Proceed and other direction from the City. This may include the removal of debris from City roads, federal aid highways, state roads, City-maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the City. The City may limit the scope or type of debris to be removed by the contractor. The debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the City.

- N. Frequency: The contractor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the City. There shall be up to three passes with a minimum of one weekend between each pass; provided, however, the contractor shall complete each pass over all locations in the City prior to beginning the next pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City. The scheduling of passes will be coordinated and approved by the City.
- O. Site Preparation and Management: The debris removal services contractor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The contractor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.
1. Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the City.
 2. Prior to performing any work at a debris removal location site, the debris removal services contractor shall contact Alabama Line Locate and any other utility company for the purpose of identifying utility lines and components in advance of work.
- P. Program Management: The contractor will assign a project manager who will perform the following duties:
1. Meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected,
 2. Remain within the City during all work hours throughout the length of the project,
 3. Schedule and coordinate daily debris removal activities with City personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,
 4. Attend and participate in meetings and press conferences with designated City personnel as determined necessary,
 5. Oversee and supervise all debris removal and disposal activities throughout the project,
 6. Regularly communicate with designated City and monitoring services contractor personnel to keep the City informed of all aspects of the debris removal and disposal activities,
 7. Provide input to the City to improve efficiency of collection and removal of debris, and
 8. Identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.
- Q. Safety: The debris removal services contractor shall have a safety officer assigned to a project to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the contractor's project manager, but shall be able to dedicate the appropriate time to

issues of safety as deemed necessary by the City to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to designated City personnel at any time during the project. The City may require the contractor to appoint a new safety officer if the City determines the contractor is not adequately addressing safety concerns. The City may also cease work of the contractor if it determines safety concerns are not being addressed in a timely and sufficient manner.

- R. Environmental Permits, Fees, and Protections: The debris removal services contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the City before any activities begin.
- S. Dust Control: The debris removal services contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal and state laws and regulations regarding same.
- T. Eligible Debris Removal: The debris removal services contractor shall be responsible for clearing, separating, and removing any and all "eligible debris" from all locations identified by the City using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:
 - 1. Examining and sorting debris into separate categories
 - 2. Loading the sorted debris onto appropriate equipment and
 - 3. Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site.
- U. Eligible Debris Sorting: The debris removal services contractor shall be authorized to clear, separate, and remove ONLY eligible debris as directed by the City and shall be paid by the City for removal of ONLY eligible debris. The debris removal services contractor shall document ineligible debris left at a debris removal location and shall notify the designated City representative immediately of any ineligible debris placed at the right of way for collection.
- V. "Eligible Debris" Defined: "Eligible Debris" is all disaster-related debris located on City roads, rights of ways, federal aid highways, state roads, City-maintained public property, and/or drainage easements provided:
 - 1. The debris complies with current or future AEMA, FEMA, and FHWA debris eligibility guidelines and regulations
 - 2. The removal of the debris is the legal responsibility of the City, and
 - 3. The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility.
- W. Types of Eligible Debris: The types of eligible debris which the contractor may be required to remove include, at a minimum, each of the following:
 - 1. Trees and limbs

2. Stumps
 3. Construction and demolition debris
 4. Scattered displaced debris
 5. Household hazardous waste
 6. Vegetative debris
 7. White goods
 8. Electronic waste
 9. Waterway debris
 10. Sand and silt
 11. Vehicles
 12. Vessels
 13. Biowaste
- X. General Procedures for Debris Removal: There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The debris removal services contractor shall at all times comply with these procedures and all AEMA, FEMA, and FHWA guidelines and regulations related to same.
1. The debris removal services contractor shall perform all debris removal services necessary as directed by the City. The City may limit the services to be performed by the debris removal services contractor. All work shall be accomplished in a safe manner in accordance with state and City standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the contractor leaves the area.
 2. The City may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the contractor.
 3. All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The contractor shall only perform services authorized by the City. Additionally, the contractor shall not enter onto private property for debris removal activities conducted on behalf of the City and shall not solicit work from private citizens or others while performing services for City.
 4. All debris removed by the contractor shall become property of the contractor for removal and lawful disposal unless otherwise agreed to by both parties.
- Y. Specific Procedures By Debris Type: The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.
1. Trees, Limbs, and Stumps: The debris removal services contractor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under AEMA, FEMA, and FHWA guidelines and regulations. Prior approval of AEMA, FEMA, and FHWA may be required.
 - a. Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil.

- b. Partially uprooted stumps on improved public property or rights of way that are greater than 24 inches in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the City and, where applicable, only after AEMA, FEMA, and FHWA has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the City for conversion to cubic yards.
 - c. Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Only trees damaged by the storm event will be eligible for removal.
 - d. Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.
 - e. In limited situations, with specific approval of the City, and employing the services of a certified Line Clearance Arborist, Contractor may be asked to clear qualified leaning or hanging trees or limbs deemed to be a threat to power lines or other related critical infrastructure. Such work will be conducted in accordance with the then current agreement between the City and Alabama Power, to be provided to contractor before tasking any such work.
 - f. Contractor is to place cut debris in the right of way for follow-up collection and disposal with other vegetative waste.
2. Construction, Demolition, and Scattered Displaced Debris: The debris removal services contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the City's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, hazardous and toxic waste. Household garbage shall not be collected.
3. Household Hazardous Waste (HHW): Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated City personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.
4. Vegetative Debris: The debris removal services contractor shall perform vegetative debris reduction by open burning whenever possible.
 - a. Preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling.

- b. However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the contractor shall accomplish vegetative debris reduction by air curtain incineration, chipping, and/or grinding as directed by the City.
 - 5. White Goods: The debris removal services contractor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.
 - 6. Electronic Waste: The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.
 - 7. Waterway Debris Removal: The debris removal services contractor shall be responsible for the removal of debris from non-federally maintained canals, rivers, creeks and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.
 - 8. Sand and Silt Removal: Where applicable, the debris removal services contractor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt and rock deposited on the City's right of way or public property.
 - 9. Vehicle Removal: The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the City's right of way or public property.
 - 10. Vessel Removal: The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the City's right of way, waterways, or public property.
 - 11. Biowaste: The debris removal services contractor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated City personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.
- Z. Debris Disposal Sites and Procedures
- 1. The disposal of all debris removed from a debris location site shall be the responsibility of the debris removal services contractor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.
 - 2. The debris removal services contractor shall be responsible for securing staging, reducing and disposal sites for the disposal of all debris collected, with one site identified as the primary debris management site. The contractor shall submit to the City a listing and location map for all proposed staging, reducing and disposal sites.

All disposal sites, including the primary debris management site, shall be approved in writing by the City prior to use of any disposal site.

3. The contractor shall be responsible for obtaining all necessary and applicable permits for each disposal site and for payment of any and all landfill disposal fees necessary for proper final disposal of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up.
 4. The contractor shall provide inspection towers at all debris management sites and at all approved disposal sites. This tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The contractor shall remove and dispose of the inspection towers following completion of the debris removal.
 5. The contractor shall provide portable restroom facilities at all approved disposal sites.
 6. The debris removal services contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.
 7. The debris removal services contractor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated City personnel or as otherwise required by law or regulation.
 8. Other management responsibilities will include at a minimum:
 - a. providing all weather road access for debris trucks,
 - b. providing dust control,
 - c. providing fire prevention treatments to the site,
 - d. providing site security,
 - e. managing the volume of debris in an orderly and safe manner, and
 - f. stockpiling of material.
- AA. Responsibility for Damage and Violations
1. The debris removal services contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping and public or private property. The contractor shall be responsible for damages to any property caused by its equipment or workers at no expense to the City. The City shall be notified immediately of any damages which occur during debris removal activities conducted by the contractor.
 2. The debris removal services contractor shall be responsible for any and all corrective action required in response to any notices of violations issued by any

federal, state, or local agency as a result of the contractor's actions while conducting activities on behalf of the City. All corrective actions shall be taken at the contractor's expense. Additionally, the contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

BB. Equipment.

1. All equipment to be utilized by the debris removal services contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the City prior to use. The debris removal services contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:
 - a. All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris
 - b. All trucks and other equipment shall be equipped with back up alarms
 - c. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment
 - d. "Hand loading" of trucks and trailers is prohibited
 - e. Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions
 - f. Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides
 - g. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls
 - h. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity
 - i. Plastic webbing is not acceptable for a tailgate
 - j. All hauling equipment shall be measured and marked for its load capacity
 - k. Loading equipment shall be rubber-tired and sized properly to fit loading conditions.
2. All trucks and other heavy equipment utilized by the contractor shall be equipped with signs attached to both sides of the equipment which contain the following information:
 - a. Company Name
 - b. Truck Number
 - c. Cubic Yardage
 - d. Inspector's Name and Date
 - e. Magnetic signs are not permitted.
3. The debris removal services contractor shall allow inspection by the City of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the City each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The contractor shall not allow the capacity of debris loaded on

any truck or trailer to exceed 100% of the measured volume. The City may re-measure all equipment at any time.

4. If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, contractor shall provide the City with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation and any other costs. The City may terminate the equipment rental work at any time.
5. There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The contractor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

CC. Reporting Requirements: The debris removal services contractor shall be required to keep complete and accurate records of all activities as set out in these bid specifications. The City may also designate certain reporting requirement for the contractor to the City's designated debris monitoring contractor. The contractor will at all times cooperate with reporting requirements and requests from the City's designated debris monitoring contractor. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

1. Debris Removal Site Documentation: The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the contractor shall document with photographs and/or video tape all items left at a debris removal location at the time the contractor leaves the area.
2. Load Tickets Information: The debris removal services contractor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the City for approval prior to beginning work on a project. The load ticket shall be sequentially numbered with a minimum of four-parts and shall contain the following information:
 - a. Ticket Number
 - b. Contractor Name
 - c. Sub-Contractor Name
 - d. Date
 - e. Truck or Roll-off Number
 - f. Truck Capacity
 - g. Point of Debris Collection
 - h. Point of Debris Disposal
 - i. Loading Departure Time
 - j. Disposal Site Arrival Time

- k. Percent of Load
 - l. Actual Debris Volume
 - m. Debris Eligibility
 - n. Debris Classification
 - o. Tare and gross weight, where applicable
3. Load Ticket Distribution: Designated personnel from the City or debris monitoring services contractor shall distribute load tickets (paper or approved electronic equivalent) to the debris removal services contractor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the City or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:
- a. One part to the City or debris removal monitor at the loading site
 - b. One part to the City or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
 - c. One part to the hauler when exiting the debris management site after unloading debris
4. Load Ticket Timing: All load tickets shall be submitted with the debris removal services contractor's daily report.
5. Other Daily Haul Record Reporting: The debris removal services contractor shall submit a daily report to the City throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:
- a. Contractor's Name and Contract Number
 - b. Daily and cumulative totals of debris hauled to each identified volume reduction site
 - c. Daily and cumulative totals of debris hauled to identified permitted landfills
 - d. Daily and cumulative totals of debris processed at a disposal site
 - e. Type of debris hauled.
6. Reconciliation: Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.
7. Contractor will be subject to audit by federal, state, and local agencies, and will maintain all reports and electronic records associated with debris removal operations for at least three years.
8. Contractor will provide City and City's debris removal monitor daily dispatch plans for assets for the next 48 hours by 3:00 pm each day.

III. Qualifications and Requirements.

- A. The proposer must demonstrate in its proposal that the debris removal services it shall be capable of performing includes each of the services in compliance with all AEMA, FEMA, and FHWA guidelines and regulations and applicable federal law and regulations. The City recognizes that Proposer may be contracted for simultaneous performance of services in more than one city or county in the region at the same time

in response to a widespread local disaster. The successful proposer must demonstrate its capacity to fully meet the requirements of the City of Mobile in light of other removal commitments.

- B. Proposer shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the AEMA, FEMA, and FHWA and all applicable federal law and regulations in effect at the time of the work being performed. Throughout these specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris removal services contractor shall further demonstrate compliance with, including but not limited to, the following:
 - 1. FEMA Public Assistance Program and Policy Guide (April 2018)
 - 2. FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
 - 3. Title 2 U.S. Code of Federal Regulations, Part 200
 - 4. 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
 - 5. 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
 - 6. Clean Air Act and Federal Water Pollution Control Act
 - 7. 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
 - 8. 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended) Section 6002 Solid Waste Disposal Act
 - 9. 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
 - 10. Emergency Relief Manual (Federal-Aid Highways) (May 2013) FEMA and Federal Requirements for Access to Records
 - 11. Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
 - 12. Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
 - 13. State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342.
- C. All proposers must hold general contractor's license as required by the General Contractors Licensure Board, holding a Major or appropriate Specialty Classification in Highways & Streets (HS) or Municipal & Utility (MU).
- D. Proposers must comply with applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All proposers should be prepared to submit any additional evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Additionally, all proposers shall be prepared to provide proof that they are in compliance with the E-Verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq.).
- E. In addition to the compliance requirements above, the debris removal services contractor shall comply with requirements under 2 C.F.R. §200.321. The awarded contractor agrees, if subcontracts are to be let, to assure that minority businesses,

women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the City of Mobile Supplier Diversity Manager, Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
- F. Project Management and Work Forces: The debris removal services contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.
- G. Proposers must demonstrate the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris removal services contractor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the City. However, the proposer shall document in his or her proposal that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the proposer's own equipment and personnel within the 180 day time frame for completion of the project.
- H. Project Manager: The contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person in its initial response to the Notice to Proceed. The proposer must demonstrate in his or her proposal that he or she will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues.
- I. Proposers must be eligible to receive federal contract awards in accordance with the federal General Services Administration System for Award Management (SAM), and must not be on the SAM exclusion list.

- J. As this work is anticipated to be awarded and completed in accordance with requirements applicable for federal government disaster assistance, certain federal government requirements are applicable to this solicitation and award. Those terms are found in **Exhibit C** to this RFP, and are meant to be inclusive of and fully compliant with all federal requirements now, and in effect during the duration of any contract award and performance period. Substantial changes in federal requirements are understood by the City and proposers to be a potential factor that may require change in City or contractor performance. Proposers are expected to retain continuing compliance with federal performance expectations.
- IV. **Bonding and Insurance.** All proposers shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:
- A. **General and Professional Liability Insurance:** The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and the City from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the contract. Such insurance shall also cover any financial loss to the City as a result of the denial of AEMA, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris removal services contractor. Such insurance shall be written by companies authorized to do business in Alabama. The contractor will be required to present evidence of such coverage naming the City as an additional insured, upon receipt of a Notice to Proceed. Proof of insurance with the following minimum coverage shall be included with each proposal submitted by the debris removal services contractor
1. General Liability:
 - a. \$1,000,000 - Bodily injury and property damage combined occurrence
 - b. \$1,000,000 - Bodily injury and property damage combined aggregate
 - c. \$1,000,000 - Personal injury aggregate
 2. Automobile Liability:
 - a. \$1,000,000 - Bodily injury and property damage combined coverage
 - b. Any automobile including hired and non-owned vehicles
 3. Statutory Workers Compensation as required under Alabama law
 4. Employers Liability: \$1,000,000 - Limit each occurrence
 5. Umbrella Coverage:
 - a. \$2,000,000 - Each occurrence
 - b. \$2,000,000 - Aggregate
- B. **Payment and Performance Bond:** No bid, performance, or labor and materials bond are required for proposal or contract award. The debris removal services contractor may be required, at the City's sole discretion, to execute payment and performance bonds equal to 100% of the estimated cost of a project upon receipt of a Notice to Proceed. The project cost estimate will be agreed upon between the City and contractor in the contractor's initial work plan as required in **Section II.J.** of this RFP. All bidders shall include in their proposal proof of ability to secure such payment and

performance bond as evidenced by letter of credit from a bank in the state of Alabama holding deposits for the bidder's company or a statement from a surety company satisfactory to demonstrate the bidder's ability to secure such bond in the event required due to activation by the City.

- V. **Pricing and Payment Procedures:** Proposers shall include a pricing schedule on the attached Proposal Submittal Form based on all categories of work.
- A. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:
1. The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor.
 2. Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal.
 3. The quoted price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway (for example, for C&D material collected from a canal, the collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.)
 4. Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
 5. Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
 6. Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
 7. Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling.
 8. Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.
 9. Other work not already pre-priced or included in the task descriptions in this RFP may be approved in advance at agreed upon rates or task pricing.
- B. Additionally, as noted throughout these specifications, the successful debris removal services contractor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up. All such costs shall be considered in establishing the prices submitted.

- C. The City shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris removal services contractor shall be expected to mobilize and sustain its workforce for a period of 90 days prior to any reimbursement. The City may agree to reimburse the debris removal services contractor within a shorter time frame, but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the contractor shall be entitled to payment for the first 30 days of work performed by the contractor after the Notice to Proceed provided the contractor has satisfactorily performed the functions required under the contract. The City shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:
1. Notice to Proceed
 2. Debris removal services contractor reports within 24 hours of notice
 3. Debris removal services contractor submits bill to City for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project
 4. At the end of the third 30-day period, the City remits payment for the first 30 day period if satisfactory work has been performed
 5. Process continues until work is completed and all payments have been made.
- D. Payment for work completed may be invoiced on a monthly basis after the initial 90-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the contractor.
- E. The debris removal services contractor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in the shortest time possible. The City may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the contractor during any period for which a payment is due. Additionally, the City shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or his or her agents.
- F. The City may also withhold payment or final payment for reasons including, but not limited to the following:
1. unsatisfactory job performance or progress (to include non-FEMA-reimbursable work performance in non-conformance with FEMA requirements),
 2. defective or disputed work,
 3. failure to comply with material provisions of the contract,
 4. third party claims filed,
 5. damage to the City's right of way or other City-maintained properties, or
 6. reasonable evidence that a claim will be filed
- G. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by the City, provided the debris removal services contractor has filed all contractually required

documents and certifications, including acceptable evidence of the satisfaction of all claims or liens.

- VI. **Term.** This shall be a three (3) year contract utilized on an "as needed" basis, with the option upon agreement by both parties to extend for three additional one-year periods, under the original terms and conditions, except that performance rates may be adjusted after the initial three-year period, upon mutual agreement of the City and contractor, to reflect the change in the Consumer Price Index published by the US Department of Labor, Bureau of Labor Statistics.

VII. **Selection**

- A. Proposals will be reviewed and ranged by a City-appointed evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee or City Official.
- B. The City reserves the right to reject any and all proposals, to waive technicalities or formalities, to make an award to the firm whose proposal is the most advantageous to the City, and to make its selection on the basis of the original proposal, without negotiation with any proposer.
- C. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee, in its sole discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
- D. **Cone of Silence.** From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

VIII. **Submission Requirements**

- A. Submit Three (3) signed paper copies and one electronic copy of your proposal in a sealed envelope marked "Response to RFP Disaster Debris Removal."
- B. **Submission Deadline and Location:** Proposals are due by **4:00 p.m, local time, on April 3, 2025**, by mail to:

City of Mobile Procurement Department,
PO Box 1948
Mobile, AL 36633

or by delivery to:
City of Mobile Procurement Department
205 Government Street, Room 408S
Mobile, Alabama 36644.

- C. Questions regarding this RFP may be submitted to Purchasing@CityofMobile.org not later than 4:00 p.m., local time on March 25, 2025.
- D. Submission Items: Please include the following in your submission:
1. Completed Proposal Submittal Form with Pricing. Please indicate that you will use equipment pricing at the lower of the then current FEMA Schedule of Equipment Rates or the then current Rental Rate Blue Book.
 2. Narrative summary of the Proposer's Qualifications to meet the City's objectives and to perform the tasks listed in the proposal. This shall include:
 - a. Proposer information, including size, business lines, licenses (relevant contractors and business), and locations.
 - b. Resources, to include equipment, financial stability, insurance, and bonding capacity. Please include evidence of current insurance coverage
 - c. Key personnel and their relevant qualifications.
 3. Narrative summary of the Proposer's Experience and Performance. This shall include:
 - a. Previous similar debris removal responses over 1 million cubic yards of debris within the last five years, including descriptions of work performed and special challenges and accomplishments.
 - b. List of 3 references from representative customer communities in these responses.
 4. Description of Proposer's Plan and Approach to completing the City's requirements.

IX. **Limitations**

- A. This request for proposals does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

- C. The City reserves the right in its sole discretion to reject any or all proposals, to waive informalities, to request additional information, to make multiple contract awards, and to award a contract deemed most advantageous for the City.

X. Criteria for Evaluation and Award

- A. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City find it necessary to fairly evaluate proposals.
- B. Submitted proposals will be evaluated and scored on the following Criteria:

Criteria	Points Assigned
Price Proposal	30
Qualifications- to include financial and equipment resources, excessive litigation	20
Experience and Performance – to include references, regional familiarity, history of use of DBE subcontractors, prompt payment history with subcontractors	25
Approach to Meeting Specifications – to include mobilization, planning, efficiency, transparency, effectiveness	25
Total Points	100

- C. The City will intend to enter into a contract with the selected vendor(s), incorporating the performance provisions of this RFP. A template services contract is provided as Exhibit B.

XI. Protests.

- A. Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of Proposals, or by email to Purchasing@CityofMobile.org. RFPs may be protested as solicited or as awarded.
- B. A protest of a proposal solicitation process shall be filed and received by the City individual before the proposal due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state

law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid.

- C. Protests of proposal award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:
1. The name, address, and telephone number of the protestor;
 2. The signature of the protestor or an authorized representative of the protestor;
 3. Identification of the bid being protested;
 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
 5. The form of relief requested
 6. The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.
- D. Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing.

- _____ Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for freon recovery and recycling
- _____ Contractor will be responsible for all equipment rental and landfill and permit fees required. Landfill disposal fees incurred by the contractor must be pre-approved by the City and may be billed to the City by the contractor as a pass-through cost, without mark-up
- _____ Pricing for the listed items will include equipment and labor. If additional work is required outside of the items specified, unit rates for equipment will be set at the lower of the current year FEMA Schedule of Equipment Rates (if established) or Equipment Rental Rate Blue Book (Cost Recovery) in effect at the time the work is performed.
- _____ The prices quoted will be fixed for the initial three-year term, but may be adjusted at the beginning of the first one-year renewal term, if renewed at the consent of both parties, to reflect the change in the Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics.

Please indicate in your Proposal submission any exceptions, clarifications, or conditions to the City's RFP specifications.

Proposal Pricing Table

ITEM	DESCRIPTION	Unit of Measure	Unit Price
001	Removal and Disposal of Eligible Vegetative Debris at Debris Management Site (see note no. 1)	Cubic Yard	
A	Haul Range – 0-15.9 miles		
B	Haul Range over 16 miles	Cubic Yard	
002	Removal and Disposal of Eligible Construction and Demolition (C&D) debris to approved Landfill (see note no. 1)	Per Ton	
A			
B	Above C&D – Cu Yd rate	Cubic Yard	
003	Air Curtain Burning Vegetative Debris At Debris management site and haul out (Including cost of Ash Removal & Disposal)	Cubic Yard	
004	Chipping or Grinding Debris at debris management site and haul out (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	
005	Stump Extraction and fill dirt for stump holes after removal (see note no. 2)	Each Stump	
A	Diameter 24" – 36.9"		
B	Diameter – 37" to 48.9"	Each Stump	
C	Diameter – larger than 48.9"	Each Stump	
006	Flush Cutting Hazardous Trees (see notes no. 3 and 4)	Each Tree	
A	6" – 12.9" diameter		
B	13" – 24.9" diameter	Each Tree	
C	25" – 36.9" diameter	Each Tree	
D	37" – 48.9" diameter	Each Tree	

E	Greater than 49" diameter	Each Tree	
007	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal. Place in ROW as Vegetative Debris.	Each Tree	
008	Freon Recovery and Recycling	Each Unit	
009	Pick up and Disposal of "White Goods"	Each Unit	
010	Dead Animal Collection, Transport and Disposal	Per Pound	
011	Electronic Waste	Each Unit	
012	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	
013 A	Waterway Debris Removal – Land-Based	Cubic Yard	
B	Waterway Debris Removal – Water-Based	Cubic Yard	
014	Sand and Silt Removal	Cubic Yard	
015 A	Vehicle Removal – car/light truck	Each	
B	Vehicle Removal – medium/heavy duty truck	Each	
016	Vessel Removal (Land)	Linear Foot	
017	Vessel Removal (Marine)	Linear Foot	
018	Biowaste Removal	Per Pound	

019	Markup if Line Clearance Certification Required for Tree / Limb Removals	Percentage markup over Line 6 and 7 base pricing	
020	Emergency Push Operations Crew – 1 Rubber tire loader or skid steer with operator, 1 Foreman with truck, 2 skilled laborers with saws	Per Crew Per Hour	

Note No. 1: Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. Landfill expenses will be a "pass-through" charge to the City, to be paid by City directly to the landfill operator.

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line. Price is to cut tree and place cut tree pieces in right of way for separate collection and disposal as vegetative debris.

Note No. 4: Tree diameter measured 4.5 feet up from ground line.

EXHIBIT B

**SAMPLE (MAY BE REVISED BY CITY)
Disaster Debris Removal Services**

THIS CONTRACT is make this the _____ day of _____, 20____,
by and between _____ (herein referred to
as "Contractor") and the City of Mobile, a political subdivision of the State of
Alabama (herein referred to as "City").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient
removal of storm debris with the corporate limits of the City and to provide recovery
Technical Assistance to the City's appointed and elected officials resulting from a
future storm or manmade event; and

WHEREAS, the City has in the past suffered the full force and effects of major
storms and the resulting destruction brought upon City by such storms or manmade
disasters; and

WHEREAS, the Public Health and Safety of all citizens will be a serious risk; and

WHEREAS, the immediate economic recovery of the City and its citizens is a major
concern and the primary priority for recovery; and

WHEREAS, the availability of experienced storm debris Contractors may be
severely limited under those circumstances; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and
licenses to perform all such storm related debris services; and

WHEREAS, the City and the Contractor have agreed to the Scope of Services,
prices, terms and conditions as set out in this contract;

NOW THEREFORE, IN CONSIDERATION OF THE SINGLE SUM OF One Dollar
(\$1.00) and for other consideration acknowledged by both parties, said parties do
agree to the following stipulations and conditions.

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum
cost or unit price of the Services are as set out in **Exhibit A**, City of Mobile Request
for Proposals (RFP), Disaster Debris Removal Services, and Contractor's proposal
submission in response to City of Mobile RFP, which is attached to this Agreement
and incorporated by reference herein. The term of this Agreement shall begin on the
Effective Date and shall continue for three years, automatically renewable at the

consent of both parties for three additional one-year terms, under these terms and conditions, with the exception that performance rates may be adjusted, upon mutual agreement of both parties, to reflect the change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Severability: If any provisions of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to

conform to applicable laws or regulations, If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract remain in full force and effect

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. Licenses, permits, etc.: Vendor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 9. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 11. Method of Payment: The Contractor shall invoice the City as indicated in **Exhibit A**. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Unit prices shall be as indicated in **Exhibit A**, City of Mobile Request for Proposals (RFP) for Debris Management Services, and Contractor's submission in response to the City RFP.

ARTICLE 12. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Additionally, Contractor shall be provided a 120-day evaluation period during which time either party may elect to terminate the contract for any reason, but shall give the other party 14-day notice of such intent. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement. The City is under no obligation to employ Contractor, or to exclusively employ Contractor, for debris-removal for any specific disaster response.

ARTICLE 13. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. Notices: Notice for the City shall be mailed to:

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

Notices to Vendor shall be mailed to:

CONTRACTOR ADDRESS

ARTICLE 15. Compliance with Alabama Immigration Law

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

ARTICLE 16. Boycotts

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

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its _____ (title)
On behalf of Contractor

_____ Date

ACKNOWLEDGEMENT

The State of _____ }
_____ County }
I, _____, a Notary Public, in and for said County in said State,
hereby certify that _____ whose name as _____ of the _____, a
corporation, is signed to the foregoing conveyance and who is known to me,
acknowledged before me on this day that, being informed of the contents of the
conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand this the _____ day of _____, 20__

(Seal) Notary Public

CITY

Its Mayor

_____ Date

ATTEST:

City Clerk

_____ Date

EXHIBIT A City of Mobile RFP 2018-012 and Contractor Responsive Proposal

EXHIBIT C

Additional Federal Terms and Conditions

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds, including Federal Emergency Management Agency (FEMA) financial assistance. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. The terms "Bid," and "Bidder," include Request for Proposals or Qualifications, and a Respondent to any such Request.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
 - (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**
 - (a) **Immediate Termination** - This contract award is subject to the appropriation and availability of City funding. It will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the contract, which determination is at the City's sole discretion

and shall be conclusive. Further, the City may terminate the contract award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

- (i) Immediately terminate the bid award without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,
- (iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

- (i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;
- (ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;
- (iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

9. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) Contractor will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

(a). *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

(a) Overtime requirements. i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;*
- (ii) Meeting contract performance requirements; or*
- (iii) At a reasonable price.*

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. ACCESS TO RECORDS

(a) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

14. FEDERAL GOVERNMENT OBLIGATION

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. FRAUDULENT ACTS AND STATEMENTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



City of Mobile
Request for Proposals
Addendum 1 to RFP Number: 5937

Post - Disaster Debris Removal Services

The City of Mobile is seeking proposals from qualified firms to contract for three years for disaster debris removal services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP. The City has updated and expanded the pricing table to be submitted in response to this RFP. The new table is found in Exhibit A. Use this table INSTEAD of the table in the original RFP.

Sealed proposals, consisting of three paper (one original signed and two copies) and one electronic copy (flash drive or CD), remain due by **4:00 P.M. April 3, 2025**, to the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5555, Disaster Debris Monitoring" shall be placed on the outside of the envelope.

The City does not accept email submission of proposal packages.

The full contents of the original Request for Proposals (RFP), this Addendum, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received where the City determined that an answer to all potential proposers was merited.

Where you remain unclear or uncertain of the City's requirements, or requirements in the pricing table, use your judgment as to the City's intent, and state any assumptions you made where you were uncertain interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Regarding Exhibit A, Proposal Pricing Table found on page 3: Line Item 001A - Please confirm this line item is to cover collecting vegetative debris from ROW and haul 0-15.9 miles to a DMS.

Answer: Yes.

2. Regarding Exhibit A, Proposal Pricing Table found on page 3. Line Item 003 - Please confirm Tipping fees from disposal of Ash is a pass through as stated in Section V, item B on page 17 of RFP

Answer: Yes.

3. Regarding Exhibit A, Proposal Pricing Table found on page 3. Line Item 004 - Please confirm Tipping fees from disposal of wood chips/mulch is a pass through as stated in Section V, item B on page 17 of RFP

Answer: Yes.

4. How does the City plan to evaluate Pricing of each submittal?

Answer: City will evaluate pricing by amount to be charged in all pricing areas, considering completeness, value, and reasonableness. The pricing table also will be used to set contract pricing.

5. Per Section II Scope of Work item Z Debris Disposal Sites and Procedures Item 2 on page 9 - The City has requested a list and map location of proposed DMS sites; Please clarify if the City is requesting this information to be included with our submittal or if this will be required post award to the selected contractor.

Answer: To be required in performance of the contract, after contract award.

6. Can the City provide a list of sites that are currently permitted as a DMS or has been used in previous activations?

Answer: City is currently reviewing its designated DMS's

7. Page 19 of the RFP states we are to submit 3 signed paper copies and one electronic copy of our proposal. Please confirm if we are to provide 3 proposals with

original signatures, or alternatively 1 proposal with original signatures and 2 identical hard copies.

Answer: One signed original, two additional paper copies, and one electronic copy.

8. When will intent to award be made and how will it be communicated to proposers?

Answer: All proposers will be provided a scoring tabulation with indication of intent to award by approximately May 2, 2025.

9. Can the City provide a copy of the current contractor(s) pricing?

Answer: This information is not currently available.

10. Does the City intend to award only one contract?

Answer: Yes.

11. If the City intends to award more than one contract, will the contracts be categorized by order of intended activation (e.g. Primary, Secondary, Tertiary) or will there just be a pool of qualified vendors?

Answer: NA

12. If there is a pool of qualified vendors, what will be the method used by the City to determine which contractor or contractors to activate first?

Answer: NA

13. What was the last event that impacted the City which required activation and performance by the City's disaster debris management contractor?

Answer: Hurricane Zeta, October 2020.

15. Which Contractor held the previous or holds the current contract for the services requested in this solicitation?

Answer: DRC Emergency Services

16. Does the City currently have a disaster debris monitoring firm under contract, and if so, with which company(s)?

Answer: Thompson Consulting Services LLC; Tetra Tech, Inc.

17. Does the City own any self-loading grapple trucks, and if so, how many?

Answer: Yes. 3

18. Please confirm if the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers

Answer: Yes. See specific line item in replacement unit pricing table.

19. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other incorporated municipalities that would allow the use of this contract to be utilized by those entities to perform disaster debris management services, and if so, which ones?

Answer: No.

20. Does the City intend to allow other incorporated municipalities within the area to utilize this contract, and if so, which ones?

Answer: No.

21. Will this contract be used to perform services on any state roads within the City in lieu of ALDOT performing those services?

Answer: Perhaps.

22. If the answer to the previous question is yes, does the City have a pre-existing Memorandum of Understanding (MOU) or Mutual Aid agreement with ALDOT that authorizes the City to perform debris removal services on state roads?

Answer: Yes.

Exhibit A: Updated Proposal Pricing Table

Exhibit A Proposal Pricing Table – REPLACES TABLE FROM ORIGINAL RFP

Right of Way (ROW) Debris				
Item#	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to Debris Management Site (DMS).	0-15 Miles	PER CU YD	
		15.1 - 30 Miles	PER CU YD	
		30.1 - 60 Miles	PER CU YD	
2	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a DMS.	0-15 Miles	PER CU YD	
		15.1 -30 Miles	PER CU YD	
		30.1 - 60 Miles	PER CU YD	
3	Eligible ROW Concrete, Asphalt, and/or Rock Debris Removal (Collect and Haul) - Work consists of removal and transport of Concrete and/or Asphalt debris on the ROW to a DMS.	0-10 Miles	PER CU YD	
		10.1-20 Miles	PER CU YD	
		20.1 - 30 Miles	PER CU YD	
DMS Management and Reduction				
4	DMS Management and Operations	N/A	PER CU YD	

5	Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	N/A	PER CU YD	
6	Reduction Through Air Curtain Incineration - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through air curtain incineration.	N/A	PER CU YD	
7	Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	N/A	PER CU YD	
8	C&D Reduction by compaction.	N/A	PER CU YD	
9	Concrete and/or Asphalt Crushing	N/A	PER CU YD	
10	Remediation of DMS Site	N/A	LS	At Cost
11	Haul-Out of Reduced Vegetative Debris to a Designated Final Disposal Site (FDS) - Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 1 for rates beyond 60 Miles.	0-15 Miles	PER CU YD	
		15.1- 30 Miles	PER CU YD	
		30.1 - 60 Miles	PER CU YD	

12	Haul-Out of Reduced C&D Debris to a Designated Final Disposal Site Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 2 for rates beyond 60 miles.	0-15 Miles	PER CU YD	
		15.1- 30 Miles	PER CU YD	
		30.1- 60 Miles	PER CU YD	
13	Haul-Out of Reduced Concrete, Asphalt, and/or Rock Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 2 for rates beyond 60 miles.	0-15 Miles	PER CU YD	
		15.1 - 30 Miles	PER CU YD	
		30.1- 60 Miles	PER CU YD	
Tree Work				
14	Removal of Eligible Hazardous Trees - Work consists of removing (cutting) hazardous trees from ROW. Diameter 4.5 ft from ground.			Insert pricing below
14a	6 inch - 12.99 inch diameter	N/A	PER TREE	
14b	12 inch - 23.99 inch diameter	N/A	PER TREE	
14c	24 inch to 35.99 inch diameter	N/A	PER TREE	
14d	36 inch to 47.99 inch diameter	N/A	PER TREE	
14e	48 inch to 71.99 inch diameter	N/A	PER TREE	
14f	72 inch diameter or greater	N/A	PER TREE	
15	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees from ROW - unit price per tree..	N/A	PER TREE	

16	Removal of Hazardous Stumps - Removing or grinding in place - hazardous stumps, backfill, transport to DMS or final disposal. Diameter 2ft from ground			Insert pricing below
16a	24 inch to 36.99 inch diameter	N/A	PER STUMP	
16b	37 inch to 48.99 inch diameter	N/A	PER STUMP	
16c	49 inch and larger diameter	N/A	PER STUMP	
Private Property Debris Removal (PPDR)/Commercial Property Debris Removal (CPDR)				
Item#	Description	Haul Distance	Unit of Measure	Unit Price
17	Eligible PPDR/CPDR Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris to DMS or Final Disposal	0-15 Miles	PER CU YD	
		15.1- 30 Miles	PER CU YD	
		30.1 - 60 Miles	PER CU YD	
18	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris to DMS or Final Disposal.	0-15 Miles	PER CU YD	
		15.1 -30 Miles	PER CU YD	
		30.1- 60 Miles	PER CU YD	
PPDR/CPDR Tree Work				
19	Removal of Eligible Hazardous Trees - Work consists of removing (cutting) hazardous trees from Private/Commercial Property Diameter 4.5ft from ground.			Insert pricing below
19a	6 inch to 12.99 inch diameter	N/A	PER TREE	

19b	13 inch to 23.99 inch diameter	N/A	PER TREE	
19c	24 inch to 35.99 inch diameter	N/A	PER TREE	
19d	36 inch to 47.99 inch diameter	N/A	PER TREE	
19e	48 inch to 71.99 inch diameter	N/A	PER TREE	
19f	72 inch and greater diameter	N/A	PER TREE	
20	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees from Private /Commercial Property	N/A	PER TREE	
21	Removal of Hazardous Stumps PPDR - Work consists of the removing or grinding in place - hazardous stumps, backfill, transport to DMS or final disposal. Diameter 2 ft from ground.			Insert pricing below.
21a	24 inch to 36.99 inch diameter	N/A	PER STUMP	
21b	37 inch to 48.99 inch diameter	N/A	PER STUMP	
21c	49 inch and larger diameter	N/A	PER STUMP	

Demolition				
22	Eligible Demolition, Removal, and Transport of Non- Regulated Asbestos Containing Material (RACM) structures. Work consists of all labor, equipment fuel and miscellaneous costs necessary to demolish structures on public property. Resulting debris to be hauled at ROW rates. - Inclusive of utility disconnects - Does not include slab removal	N/A	PER SF	
23	Eligible Demolition, Removal, and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property. Resulting debris to be hauled at ROW rates. (Asbestos Surveys By Others) - Price is inclusive of abatement - Inclusive of utility disconnects - Does not include slab removal	N/A	PER SF	

24	Eligible Demolition, Removal, and Transport of RACM structures (Whole Structure RACM Demolition) - Work consists of all labor, equipment fuel and miscellaneous costs necessary to demolish structures on public property. (Asbestos Surveys By Others) - Price is inclusive of hauling debris directly to landfill permitted to accept asbestos material - Inclusive of utility disconnects - Does not include slab removal	0-15 Miles	PER CU YD	
		15.1 - 30 Miles	PER CU YD	
		30.1 -60 Miles	PER CU YD	
25	Air Testing / Monitoring	N/A	PER UNIT/ PER DAY	
Silt and Sand Removal & Dredging				
26	Eligible Sand and Silt Removal from Detention/ Retention/ Drainage Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures.	0 - 5 Miles	PER CU YD	
		5.1 -10 Miles	PER CU YD	
		10.1- 20Miles	PER CU YD	
		20.1 - 30 Miles	PER CU YD	

27	Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area. Tailings and/or resulting debris to be hauled at the ROW debris hauling rates.	0-5Miles	PER CU YD	
		5.1-10 Miles	PER CU YD	
		10.1- 20Miles	PER CU YD	
		20.1 -30 Miles	PER CU YD	
28	Construction of Dredge Spoil site (Lined with 10 mil poly)	N/A	PER CY OF CAPACITY	
29	Removal of silt or sand via mechanical method and hauling to dredge spoil site. Payment based on truck bed measurement and load calls.	0 -5 Miles	PER CY	
		5.1 – 10 Miles	PER CY	
		10.1 –20 Miles	PER CY	
		20.1-30 Miles	PER CY	
30	Managing dredge spoil site – includes turning and drying spoil material until suitable for hauling or screening.	N/A	PER CY	
31	Screening of dredge spoil material	N/A	PER CY	

32	Hauling of dredge spoil material from spoil site to final disposal location or hauling beach quality sand back to beach	0-15 Miles		
		15.1-30 Miles		
		30.1-60 Miles		
Waterway Debris				
33	Waterway debris removal (Collect & Haul) Work consists of removal and transport of vegetative debris from waterways to DMS or Final Disposal - Land Based Operation	0-15 Miles	PER CU YD	
		15.1- 30 Miles	PER CU YD	
		30.1 - 60 Miles	PER CU YD	
34	Waterway debris removal (Collect & Haul) Work consists of removal and transport of vegetative debris from waterways to DMS or Final Disposal – Water Based Operation	0-15 Miles	PER CU YD	
		15.1- 30 Miles	PER CU YD	
		30- 60 Miles	PER CU YD	
35	Eligible Debris Removal from marshes or other environmental sensitive areas and haul to a DMS or FDS.	0-15 Miles	PER CY	
		15.1-30 Miles	PER CY	
		30.1 – 60 Miles	PER CY	

Specialty Debris				
36	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	
37	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to an approved final disposal facility.	N/A	PER UNIT	
38	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	
39	Refrigerant recovery and decontamination	N/A	PER UNIT	
40	Removal of spoiled food waste from White Goods	N/A	PER POUND	
41	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transpiration to approved Disposal/ Recycling Facility	N/A	PER UNIT	

42	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	
Debris Removal from Public Property, Other than ROW				
43	Debris Removal from public property (Other than ROW) and hauled to a DMS or Final Disposal Facility - Parks, Trails, Golf Courses, Playgrounds, etc.	0-10 Miles	PER CU YD	
		10.1 -20 Miles	PER CU YD	
		20.1 - 30 Miles	PER CU YD	
44	Cutting of leaners from public property, other than ROW. Parks, Trails, Golf Courses, Playgrounds, etc. Resulting debris to be hauled under public property debris rate. (Line 43)	N/A	PER TREE	
45	Cutting of hangers from public property, other than ROW. Parks, Trails, Golf Courses, Playgrounds, etc. Resulting debris to be hauled under public property debris rate (Line 43)	N/A	PER TREE	

46	Removal of Hazardous Stumps from public property, other than ROW. Parks, Trails, Golf Courses, Playgrounds, etc. Work consists of the removing hazardous stumps, backfill, transport to DMS or final disposal site (FDS).			Insert pricing below
46a	24 inch to 36.99inch diameter	N/A	PER STUMP	
46b	37 inch to 48.99 inch diameter	N/A	PER STUMP	
46c	49 inch and larger diameter	N/A	PER STUMP	
47	Sediment or debris removal from drainage inlets or catch basins - Resulting debris or sediment to be hauled to DMS or FDS. Per LF by size of drainage inlet in 2 nd column.	Less than 6'x6'	PER LF	
		6'x6' to 10'x10'	PER LF	
		Greater than 10'x10'	PER LF	
48	Sediment or debris removal from storm drains - Resulting debris or sediment to be hauled to DMS or FDS. Per LF by diameter of pipe in 2 nd column.	Pipe diameter less than 36 inch	PER LF	
		Pipe diameter 36.1 inch to 60 inch	PER LF	
		Pipe diameter greater than 60.1 inch	PER LF	
49	Stump Fill Dirt	N/A	PER CU YD	

Titled Property- ROW and Public Property				
50	Vehicle Removal (Less than 10,000 GVW)	N/A	PER VEHICLE	
51	Vehicle Removal (10,001 to 20,000 GVW)	N/A	PER VEHICLE	
52	Vehicle Removal (Over 20,001 GVW)	N/A	PER VEHICLE	
53	Golf Carts and UTV Removal	N/A	PER UNIT	
54	Equipment or Utility Trailer Removal	N/A	PER LF	
55	RV / Camper Trailer Removal	N/A	PER LF	
56	Vessel Removal - Land Based Operation. Per LF By length of vessel in 2 nd column	Less than 20LF	PER LF	
		20-30.9LF	PER LF	
		31-40.9LF	PER LF	
		41-49.9LF	PER LF	
		50LF or greater	PER LF	
57	Vessel Removal - Up to 40LF Vessel • Marine Based Operation	N/A	PER LF	
58	Conex or Container Removal	N/A	PER UNIT	
59	Tank Removal. Per tank by volume of tank in 2 nd column.	Less than 50gal capacity	PER TANK	
		50 gal to 250 gal capacity	PER TANK	
		Over 250 gal capacity	PER TANK	

60	Hauling of Titled property from point of origin to Aggregate Site or FDS	N/A	PER MILE	
61	Blocking of vessels at aggregate site	N/A	PER LF	
62	Operation of aggregate site (Includes set up and security) - If leased, approved lease amount may be a pass-through cost	N/A	PER DAY	
63	Decommissioning of titled property at aggregate site or in place (Draining fluids and removing hazardous material)	N/A	PER POUND	
64	Decommissioning of Electric vehicles at aggregate site	N/A	PER VEHICLE	
65	Crushing or reduction of titled property In place - resulting debris to be hauled to DMS or FDS as normal ROW debris	N/A	PER LF	
66	Crushing or reduction of titled property at Aggregate site	N/A	PER LF	
67	Hauling reduced titled property from aggregate site to FDS	0-15 Miles	PER CU YD	
		15.1 - 30 Miles	PER CU YD	
		30.1 -60 Miles	PER CU YD	

Emergency "Push" Operations				
68	Emergency ' Push' Operations Crew• 1 Rubber tire loader or skid steer w/ operator, 1 Foreman w/truck, 2 Skilled Laborers w/saws	N/A	PER CREW PER HOUR	
Markup for any Tree Work Requiring Power Line Clearance Certification				
69	City may Request Tree Clearance /Trimming Service in Proximity of Power Lines in collaboration with Alabama Power that would require contractor to possess power line clearance certification. . Indicate Rate Markup for Any Tree Services requiring such certification.	N/A	PERCENTAGE MARKUP OVER TREE WORK UNIT PRICING	

Notes: 1. For all miles hauled over 60 miles, add

\$_____ per cy per mile or \$_____ per ton per mile.

2. For all miles hauled over 60 miles, add

\$_____per cy per mile, or \$_____per ton per mile.

Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. Landfill expenses will be a "pass-through" charge to the City, to be paid by City directly to the landfill operator.

EXHIBIT B
Contractor Fee Schedule



City of Mobile
Request for Proposals
Addendum 1 to RFP Number: 5937

Ashley Ramsey-Naile

Post - Disaster Debris Removal Services

The City of Mobile is seeking proposals from qualified firms to contract for three years for disaster debris removal services.

The City is providing this Addendum 1 in response to questions received regarding the original RFP. The City has updated and expanded the pricing table to be submitted in response to this RFP. The new table is found in Exhibit A. Use this table INSTEAD of the table in the original RFP.

Sealed proposals, consisting of three paper (one original signed and two copies) and one electronic copy (flash drive or CD), remain due by **4:00 P.M. April 3, 2025**, to the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5555, Disaster Debris Monitoring" shall be placed on the outside of the envelope.

The City does not accept email submission of proposal packages.

The full contents of the original Request for Proposals (RFP), this Addendum, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

QUESTIONS AND ANSWERS:

The following are questions that have been received and City responses to those questions. The questions are included generally verbatim as received where the City determined that an answer to all potential proposers was merited.

Where you remain unclear or uncertain of the City's requirements, or requirements in the pricing table, use your judgment as to the City's intent, and state any assumptions you made where you were uncertain interpreting the City's RFP. All timely submitted RFPs will be fully considered and scored by the City.

1. Regarding Exhibit A, Proposal Pricing Table found on page 3: Line Item 001A - Please confirm this line item is to cover collecting vegetative debris from ROW and haul 0-15.9 miles to a DMS.

Answer: Yes.

2. Regarding Exhibit A, Proposal Pricing Table found on page 3. Line Item 003 - Please confirm Tipping fees from disposal of Ash is a pass through as stated in Section V, item B on page 17 of RFP

Answer: Yes.

3. Regarding Exhibit A, Proposal Pricing Table found on page 3. Line Item 004 - Please confirm Tipping fees from disposal of wood chips/mulch is a pass through as stated in Section V, item B on page 17 of RFP

Answer: Yes.

4. How does the City plan to evaluate Pricing of each submittal?

Answer: City will evaluate pricing by amount to be charged in all pricing areas, considering completeness, value, and reasonableness. The pricing table also will be used to set contract pricing.

5. Per Section II Scope of Work item Z Debris Disposal Sites and Procedures Item 2 on page 9 - The City has requested a list and map location of proposed DMS sites; Please clarify if the City is requesting this information to be included with our submittal or if this will be required post award to the selected contractor.

Answer: To be required in performance of the contract, after contract award.

6. Can the City provide a list of sites that are currently permitted as a DMS or has been used in previous activations?

Answer: City is currently reviewing its designated DMS's

7. Page 19 of the RFP states we are to submit 3 signed paper copies and one electronic copy of our proposal. Please confirm if we are to provide 3 proposals with

original signatures, or alternatively 1 proposal with original signatures and 2 identical hard copies.

Answer: One signed original, two additional paper copies, and one electronic copy.

8. When will intent to award be made and how will it be communicated to proposers?

Answer: All proposers will be provided a scoring tabulation with indication of intent to award by approximately May 2, 2025.

9. Can the City provide a copy of the current contractor(s) pricing?

Answer: This information is not currently available.

10. Does the City intend to award only one contract?

Answer: Yes.

11. If the City intends to award more than one contract, will the contracts be categorized by order of intended activation (e.g. Primary, Secondary, Tertiary) or will there just be a pool of qualified vendors?

Answer: NA

12. If there is a pool of qualified vendors, what will be the method used by the City to determine which contractor or contractors to activate first?

Answer: NA

13. What was the last event that impacted the City which required activation and performance by the City's disaster debris management contractor?

Answer: Hurricane Zeta, October 2020.

15. Which Contractor held the previous or holds the current contract for the services requested in this solicitation?

Answer: DRC Emergency Services

16. Does the City currently have a disaster debris monitoring firm under contract, and if so, with which company(s)?

Answer: Thompson Consulting Services LLC; Tetra Tech, Inc.

17. Does the City own any self-loading grapple trucks, and if so, how many?

Answer: Yes. 3

18. Please confirm if the scope of work for white good removal includes the removal and disposal of any putrescent food from refrigerators or freezers

Answer: Yes. See specific line item in replacement unit pricing table.

19. Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other incorporated municipalities that would allow the use of this contract to be utilized by those entities to perform disaster debris management services, and if so, which ones?

Answer: No.

20. Does the City intend to allow other incorporated municipalities within the area to utilize this contract, and if so, which ones?

Answer: No.

21. Will this contract be used to perform services on any state roads within the City in lieu of ALDOT performing those services?

Answer: Perhaps.

22. If the answer to the previous question is yes, does the City have a pre-existing Memorandum of Understanding (MOU) or Mutual Aid agreement with ALDOT that authorizes the City to perform debris removal services on state roads?

Answer: Yes.

Exhibit A: Updated Proposal Pricing Table

Exhibit A Proposal Pricing Table – REPLACES TABLE FROM ORIGINAL RFP

Right of Way (ROW) Debris				
Item#	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to Debris Management Site (DMS).	0-15 Miles	PER CU YD	\$8.15
		15.1- 30 Miles	PER CU YD	\$8.50
		30.1 - 60 Miles	PER CU YD	\$9.00
2	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a DMS.	0-15 Miles	PER CU YD	\$8.15
		15.1 -30 Miles	PER CU YD	\$8.50
		30.1 - 60 Miles	PER CU YD	\$9.00
3	Eligible ROW Concrete, Asphalt, and/or Rock Debris Removal (Collect and Haul) - Work consists of removal and transport of Concrete and/or Asphalt debris on the ROW to a DMS.	0-10 Miles	PER CU YD	\$18.00
		10.1-20 Miles	PER CU YD	\$20.00
		20.1 - 30 Miles	PER CU YD	\$24.00
DMS Management and Reduction				
4	DMS Management and Operations	N/A	PER CU YD	\$1.60

5	Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	N/A	PER CU YD	\$2.98
6	Reduction Through Air Curtain Incineration - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through air curtain incineration.	N/A	PER CU YD	\$2.25
7	Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	N/A	PER CU YD	\$1.95
8	C&D Reduction by compaction.	N/A	PER CU YD	\$2.98
9	Concrete and/or Asphalt Crushing	N/A	PER CU YD	\$8.50
10	Remediation of DMS Site	N/A	LS	At Cost
11	Haul-Out of Reduced Vegetative Debris to a Designated Final Disposal Site (FDS) - Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 1 for rates beyond 60 Miles.	0-15 Miles	PER CU YD	\$4.90
		15.1- 30 Miles	PER CU YD	\$6.00
		30.1 - 60 Miles	PER CU YD	\$8.00

12	Haul-Out of Reduced C&D Debris to a Designated Final Disposal Site Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 2 for rates beyond 60 miles.	0-15 Miles	PER CU YD	\$4.90
		15.1- 30 Miles	PER CU YD	\$6.10
		30.1- 60 Miles	PER CU YD	\$8.40
13	Haul-Out of Reduced Concrete, Asphalt, and/or Rock Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a FDS. NOTE 2 for rates beyond 60 miles.	0-15 Miles	PER CU YD	\$20.00
		15.1 - 30 Miles	PER CU YD	\$24.00
		30.1- 60 Miles	PER CU YD	\$30.00
Tree Work				
14	Removal of Eligible Hazardous Trees - Work consists of removing (cutting) hazardous trees from ROW. Diameter 4.5 ft from ground.			Insert pricing below
14a	6 inch - 12.99 inch diameter	N/A	PER TREE	\$75.00
14b	12 inch - 23.99 inch diameter	N/A	PER TREE	\$190.00
14c	24 inch to 35.99 inch diameter	N/A	PER TREE	\$290.00
14d	36 inch to 47.99 inch diameter	N/A	PER TREE	\$390.00
14e	48 inch to 71.99 inch diameter	N/A	PER TREE	\$600.00
14f	72 inch diameter or greater	N/A	PER TREE	\$700.00
15	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees from ROW - unit price per tree..	N/A	PER TREE	\$85.00

16	Removal of Hazardous Stumps - Removing or grinding in place - hazardous stumps, backfill, transport to DMS or final disposal. Diameter 2ft from ground			Insert pricing below
16a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$265.00
16b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$365.00
16c	49 inch and larger diameter	N/A	PER STUMP	\$500.00
Private Property Debris Removal (PPDR)/Commercial Property Debris Removal (CPDR)				
Item#	Description	Haul Distance	Unit of Measure	Unit Price
17	Eligible PPDR/CPDR Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris to DMS or Final Disposal	0-15 Miles	PER CU YD	\$18.00
		15.1 - 30 Miles	PER CU YD	\$20.00
		30.1 - 60 Miles	PER CU YD	\$22.00
18	Eligible ROW C&D or Mixed Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris to DMS or Final Disposal.	0-15 Miles	PER CU YD	\$18.00
		15.1 -30 Miles	PER CU YD	\$20.00
		30.1- 60 Miles	PER CU YD	\$22.00
PPDR/CPDR Tree Work				
19	Removal of Eligible Hazardous Trees - Work consists of removing (cutting) hazardous trees from Private/Commercial Property Diameter 4.5ft from ground.			Insert pricing below
19a	6 inch to 12.99 inch diameter	N/A	PER TREE	\$200.00

19b	13 inch to 23.99 inch diameter	N/A	PER TREE	\$300.00
19c	24 inch to 35.99 inch diameter	N/A	PER TREE	\$400.00
19d	36 inch to 47.99 inch diameter	N/A	PER TREE	\$500.00
19e	48 inch to 71.99 inch diameter	N/A	PER TREE	\$800.00
19f	72 inch and greater diameter	N/A	PER TREE	\$900.00
20	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees from Private /Commercial Property	N/A	PER TREE	\$125.00
21	Removal of Hazardous Stumps PPDR - Work consists of the removing or grinding in place - hazardous stumps, backfill, transport to DMS or final disposal. Diameter 2 ft from ground.			Insert pricing below.
21a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$400.00
21b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$500.00
21c	49 inch and larger diameter	N/A	PER STUMP	\$600.00

Demolition				
22	Eligible Demolition, Removal, and Transport of Non- Regulated Asbestos Containing Material (RACM) structures. Work consists of all labor, equipment fuel and miscellaneous costs necessary to demolish structures on public property. Resulting debris to be hauled at ROW rates. - Inclusive of utility disconnects - Does not include slab removal	N/A	PER SF	\$6.25
23	Eligible Demolition, Removal, and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property. Resulting debris to be hauled at ROW rates. (Asbestos Surveys By Others) - Price is inclusive of abatement - Inclusive of utility disconnects - Does not include slab removal	N/A	PER SF	\$12.95

24	Eligible Demolition, Removal, and Transport of RACM structures (Whole Structure RACM Demolition) - Work consists of all labor, equipment fuel and miscellaneous costs necessary to demolish structures on public property. (Asbestos Surveys By Others) - Price is inclusive of hauling debris directly to landfill permitted to accept asbestos material - Inclusive of utility disconnects - Does not include slab removal	0-15 Miles	PER CU YD	\$42.00
		15.1 - 30 Miles	PER CU YD	\$52.00
		30.1 -60 Miles	PER CU YD	\$62.00
25	Air Testing / Monitoring	N/A	PER UNIT/ PER DAY	\$250.00
Silt and Sand Removal & Dredging				
26	Eligible Sand and Silt Removal from Detention/ Retention/ Drainage Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures.	0 - 5 Miles	PER CU YD	\$28.00
		5.1 -10 Miles	PER CU YD	\$36.00
		10.1- 20Miles	PER CU YD	\$42.00
		20.1 - 30 Miles	PER CU YD	\$48.00

27	Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area. Tailings and/or resulting debris to be hauled at the ROW debris hauling rates.	0-5Miles	PER CU YD	\$21.00
		5.1-10 Miles	PER CU YD	\$23.00
		10.1- 20Miles	PER CU YD	\$28.00
		20.1 -30 Miles	PER CU YD	\$36.00
28	Construction of Dredge Spoil site (Lined with 10 mil poly)	N/A	PER CY OF CAPACITY	\$18.50
29	Removal of silt or sand via mechanical method and hauling to dredge spoil site. Payment based on truck bed measurement and load calls.	0 -5 Miles	PER CY	\$62.00
		5.1 – 10 Miles	PER CY	\$68.00
		10.1 –20 Miles	PER CY	\$78.00
		20.1-30 Miles	PER CY	\$88.00
30	Managing dredge spoil site – includes turning and drying spoil material until suitable for hauling or screening.	N/A	PER CY	\$8.50
31	Screening of dredge spoil material	N/A	PER CY	\$19.60

32	Hauling of dredge spoil material from spoil site to final disposal location or hauling beach quality sand back to beach	0-15 Miles	Per CY	\$24.00
		15.1-30 Miles	Per CY	\$34.00
		30.1-60 Miles	Per CY	\$44.00
Waterway Debris				
33	Waterway debris removal (Collect & Haul) Work consists of removal and transport of vegetative debris from waterways to DMS or Final Disposal - Land Based Operation	0-15 Miles	PER CU YD	\$42.00
		15.1- 30 Miles	PER CU YD	\$44.00
		30.1 - 60 Miles	PER CU YD	\$48.00
34	Waterway debris removal (Collect & Haul) Work consists of removal and transport of vegetative debris from waterways to DMS or Final Disposal – Water Based Operation	0-15 Miles	PER CU YD	\$95.00
		15.1- 30 Miles	PER CU YD	\$100.00
		30- 60 Miles	PER CU YD	\$105.00
35	Eligible Debris Removal from marshes or other environmental sensitive areas and haul to a DMS or FDS.	0-15 Miles	PER CY	\$185.00
		15.1-30 Miles	PER CY	\$195.00
		30.1 – 60 Miles	PER CY	\$205.00

Specialty Debris				
36	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	9.80
37	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to an approved final disposal facility.	N/A	PER UNIT	\$20.00
38	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	\$38.00
39	Refrigerant recovery and decontamination	N/A	PER UNIT	\$35.00
40	Removal of spoiled food waste from White Goods	N/A	PER POUND	\$6.00
41	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transpiration to approved Disposal/ Recycling Facility	N/A	PER UNIT	\$32.00

42	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	\$2.00
Debris Removal from Public Property, Other than ROW				
43	Debris Removal from public property (Other than ROW) and hauled to a DMS or Final Disposal Facility - Parks, Trails, Golf Courses, Playgrounds, etc.	0-10 Miles	PER CU YD	\$18.90
		10.1 -20 Miles	PER CU YD	\$20.00
		20.1 - 30 Miles	PER CU YD	\$23.00
44	Cutting of leaners from public property, other than ROW. Parks, Trails, Golf Courses, Playgrounds, etc. Resulting debris to be hauled under public property debris rate. (Line 43)	N/A	PER TREE	\$450.00
45	Cutting of hangers from public property, other than ROW. Parks, Trails, Golf Courses, Playgrounds, etc. Resulting debris to be hauled under public property debris rate (Line 43)	N/A	PER TREE	\$125.00

46	Removal of Hazardous Stumps from public property, other than ROW. Parks , Trails, Golf Courses, Playgrounds, etc. Work consists of the removing hazardous stumps, backfill, transport to DMS or final disposal site (FDS).			Insert pricing below
46a	24 inch to 36.99inch diameter	N/A	PER STUMP	\$390.00
46b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$490.00
46c	49 inch and larger diameter	N/A	PER STUMP	\$590.00
47	Sediment or debris removal from drainage inlets or catch basins - Resulting debris or sediment to be hauled to DMS or FDS. Per LF by size of drainage inlet in 2 nd column.	Less than 6'x6'	PER LF	\$20.00
		6'x6' to 10'x10'	PER LF	\$22.00
		Greater than 10'x10'	PER LF	\$24.00
48	Sediment or debris removal from storm drains - Resulting debris or sediment to be hauled to DMS or FDS. Per LF by diameter of pipe in 2 nd column.	Pipe diameter less than 36 inch	PER LF	\$15.00
		Pipe diameter 36.1 inch to 60 inch	PER LF	\$20.00
		Pipe diameter greater than 60.1 inch	PER LF	\$25.00
49	Stump Fill Dirt	N/A	PER CU YD	\$16.00

Titled Property- ROW and Public Property				
50	Vehicle Removal (Less than 10,000 GVW)	N/A	PER VEHICLE	\$150.00
51	Vehicle Removal (10,001 to 20,000 GVW)	N/A	PER VEHICLE	\$450.00
52	Vehicle Removal (Over 20,001 GVW)	N/A	PER VEHICLE	\$900.00
53	Golf Carts and UTV Removal	N/A	PER UNIT	\$150.00
54	Equipment or Utility Trailer Removal	N/A	PER LF	\$20.00
55	RV / Camper Trailer Removal	N/A	PER LF	\$50.00
56	Vessel Removal - Land Based Operation. Per LF By length of vessel in 2 nd column	Less than 20LF	PER LF	\$190.00
		20-30.9LF	PER LF	\$290.00
		31-40.9LF	PER LF	\$390.00
		41-49.9LF	PER LF	\$490.00
		50LF or greater	PER LF	\$590.00
57	Vessel Removal - Up to 40LF Vessel • Marine Based Operation	N/A	PER LF	\$590.00
58	Conex or Container Removal	N/A	PER UNIT	\$1,200.00
59	Tank Removal. Per tank by volume of tank in 2 nd column.	Less than 50gal capacity	PER TANK	\$90.00
		50 gal to 250 gal capacity	PER TANK	\$250.00
		Over 250 gal capacity	PER TANK	\$500.00

60	Hauling of Titled property from point of origin to Aggregate Site or FDS	N/A	PER MILE	\$40.00
61	Blocking of vessels at aggregate site	N/A	PER LF	\$65.00
62	Operation of aggregate site (Includes set up and security) - If leased, approved lease amount may be a pass-through cost	N/A	PER DAY	\$1,200.00
63	Decommissioning of titled property at aggregate site or in place (Draining fluids and removing hazardous material)	N/A	PER POUND	\$28.00
64	Decommissioning of Electric vehicles at aggregate site	N/A	PER VEHICLE	\$2,500.00
65	Crushing or reduction of titled property In place - resulting debris to be hauled to DMS or FDS as normal ROW debris	N/A	PER LF	\$250.00
66	Crushing or reduction of titled property at Aggregate site	N/A	PER LF	\$75.00
67	Hauling reduced titled property from aggregate site to FDS	0-15 Miles	PER CU YD	\$24.00
		15.1 - 30 Miles	PER CU YD	\$26.00
		30.1 -60 Miles	PER CU YD	\$30.00

Emergency "Push" Operations				
68	Emergency ' Push' Operations Crew• 1 Rubber tire loader or skid steer w/ operator, 1 Foreman w/truck, 2 Skilled Laborers w/saws	N/A	PER CREW PER HOUR	\$365.00
Markup for any Tree Work Requiring Power Line Clearance Certification				
69	City may Request Tree Clearance /Trimming Service in Proximity of Power Lines in collaboration with Alabama Power that would require contractor to possess power line clearance certification. . Indicate Rate Markup for Any Tree Services requiring such certification.	N/A	PERCENTAGE MARKUP OVER TREE WORK UNIT PRICING	80%

Notes: 1. For all miles hauled over 60 miles, add

\$ 0.38 per cy per mile or \$ 2.50 per ton per mile.

2. For all miles hauled over 60 miles, add

\$ 0.38 per cy per mile, or \$ 2.50 per ton per mile.

Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. Landfill expenses will be a "pass-through" charge to the City, to be paid by City directly to the landfill operator.

CrowderGulf Additional Rates and Pricing Notes for City of Mobile, AL

For Tree Work (Line Items 14-15) our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

CrowderGulf agrees to use equipment pricing at the lower of the then current FEMA Schedule of Equipment Rates or the then current Rental rate Blue Book.

Disposal / tipping fees for all line items will be a pass through cost at no markup.

EXHIBIT C

Insurance Requirements

- I. COVERAGE TYPE AND AMOUNTS:** For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama: On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.
- A. WORKER’S COMPENSATION/EMPLOYER’S LIABILITY:** Regardless of any “minimum requirements” of the State of Alabama, Contractor shall obtain Workers’ Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.
- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:
- (1) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
 - (2) \$1,000,000 Products/Completed Operations aggregate
 - (3) \$1,000,000 Bodily Injury per person/organization
 - (4) \$2,000,000 general aggregate per project
- C. AUTOMOBILE LIABILITY:** Contractor shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. (If Contractor does not own an automobile, but one is used in the execution of the contract, then only “hired and non-owned coverage” is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)
- D. PROFESSIONAL LIABILITY INSURANCE:** Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.
- E. COMMERCIAL UMBRELLA LIABILITY:** Contractor shall also obtain Umbrella Liability over and above the limits of liability required in the Employer’s Liability, General Liability, Automobile Liability, and Professional Error and Omissions (if required) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$2,000,000 per line of coverage.

II. CERTIFICATES OF INSURANCE: Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of verifying said insurance requirements have been met. Included with each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self- Insured Retentions for each policy shall not exceed \$10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

- A. **ADDITIONAL INSUREDS:** These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.
- B. The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

- C. **CANCELLATION:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor/Subcontractor shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.
- D. **WAIVER OF SUBROGATION:** Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Contractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

- E. Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

III. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the subcontractors entering the site.

Exhibit D
Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/28/2025

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

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

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532		CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 E-MAIL ADDRESS: nina@pathwayinsgroup.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Gray Insurance Company - Best Rating A-VIII	
		INSURER B: Westchester Surplus Lines Insurance	
		INSURER C: Navigators	
		INSURER D: Lloyds of London	
		INSURER E:	
		INSURER F:	
INSURED CrowderGulf Joint Venture Inc./CrowderGulf LLC 5629 Commerce Blvd. E. Mobile AL 36619			

COVERAGES**CERTIFICATE NUMBER:** CL2461914728**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	HO24LIA15303401 F'lling Form	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 11,000,000
	AGGREGATE \$ 11,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	GWC-100174 - Includes USL&H	07/01/2022	07/01/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End.			G71538825 003	07/01/2023	07/01/2025	Each Pollution Condition 5,000,000 General Aggregate Limit 5,000,000

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

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2024 - 10/15/2025 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall primary & noncontributory to any other insurance policies maintained by the cert. holder, when required by written contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
205 Government Street
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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Exhibit E
Contractor E-Verify Documentation



Welcome
Kelley James

User ID
KJAM1888

Last Login
01:00 PM - 11/17/2014

[Log Out](#)



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Company Information

Company Name: CrowderGulf, LLC

[View / Edit](#)

Company ID Number: 312220

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 5629 COMMERCE BLVD E

Address 2:

City: MOBILE

State: AL

Zip Code: 36619

County: MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 010626019

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

[View MOU](#)

U.S. Department of Homeland Security - www.dhs.gov

U.S. Citizenship and Immigration Services - www.uscis.gov

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carahsoft for annual renewal of SAP Concur travel management software for Accounting.

Amount of Contract:

\$18,477.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250529 Carahsoft Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 3 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for annual renewal of SAP Concur travel management software for Accounting.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: 18,477.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software. Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24964</u>	2025	(2510) ACCOUNTING	ANNUAL RENEWAL OF SAP CONCUR TRAVEL MANAGEMENT SOFTWARE FOR ACCOUNTING (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$18,477.00	<u>(295556)</u> <u>CARAHSOFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024964-00 FY 2025 Acct No: 1000.60.25.2510.2510.2510.0000.0000.42115. Review: Buyer: 9105fo1a Status: Released
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Page 1

Vendor
 CARAHSOFT
 11493 SUNSET HILLS ROAD
 SUITE 100

RESTON, VA 20190

Tel#7038718500

Ship To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644
 DGBRYARS@CITYOFMOBILE.ORG

Delivery Reference
 DONNA BRYARS

Deliver To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/25	1295556	05/22/25			ACCOUNTING

LN Description / Account	Qty	Unit Price	Net Price
001 1-SC-611a SAP Concur Annual Base Fee for Expense - Professional Module Incremental Transaction Fee For Expense: \$10.83 SAP Public Services Inc. - 1-SC	900.00 EACH	9.23000	8307.00
1 1000.60.25.2510.2510.2510.0000.0000.42115.			8307.00

Ship To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644
 Delivery Reference
 DONNA BRYARS

Deliver To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644

002 3-SC-611a SAP Concur Annual Base Fee for ExpenseIt Pro for Concur Expense Module Incremental Transaction Fee For ExpenseIt for Expense: \$0.91	900.00 EACH	0.76000	684.00
1 1000.60.25.2510.2510.2510.0000.0000.42115.			684.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024964-00 FY 2025 Acct No: 1000.60.25.2510.2510.2510.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 DGBRYARS@CITYOFMOBILE.ORG Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/25	1295556	05/22/25			ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
003	702-SC-611a SAP Concur Annual Base Fee for Concur Request - Add-on Module Incremental Transaction Fee For Concur Request - Add-on: \$1.06	900.00 EACH	0.96000	864.00
1	1000.60.25.2510.2510.2510.0000.0000.42115.			864.00
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference DONNA BRYARS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024964-00 FY 2025 Acct No: 1000.60.25.2510.2510.2510.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 3
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 DGBRYARS@CITYOFMOBILE.ORG Delivery Reference DONNA BRYARS
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Deliver To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/25	1295556	05/22/25			ACCOUNTING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
004	2-SC-611a SAP Concur Annual Base Fee for TripLink for Expense Module Incremental Transaction Fee For TripLink for Expense: \$2.09	900.00 EACH	1.76000	1584.00
1	1000.60.25.2510.2510.2510.0000.0000.42115.			1584.00
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
005	10043-611 CNCR-SUBFEE SAP Concur	900.00	6.87000	6183.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024964-00 FY 2025 Acct No: 1000.60.25.2510.2510.2510.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 4
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 DGBRYARS@CITYOFMOBILE.ORG Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/25	1295556	05/22/25			ACCOUNTING

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Annual Base Fee for Extract Services Incremental Transaction Fee For Extract Services: \$8.14			
1	1000.60.25.2510.2510.2510.0000.0000.42115.			6183.00
	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 Delivery Reference DONNA BRYARS Deliver To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644			
006	10036-611 CNCR-SUBFEE SAP Concur Annual Base Fee for Budget Incremental Transaction Fee For Budget: \$1.26	900.00 EACH	0.95000	855.00
1	1000.60.25.2510.2510.2510.0000.0000.42115.			855.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024964-00 FY 2025 Acct No: 1000.60.25.2510.2510.2510.0000.0000.42115. Review: Buyer: 9105fo1a Status: Released	Page 5
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To ACCOUNTING 205 GOVERNMENT STREET 4TH FLR S TOWER ROOM 440 MOBILE, AL 36644 DGBRYARS@CITYOFMOBILE.ORG Delivery Reference DONNA BRYARS
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Deliver To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/22/25	1295556	05/22/25			ACCOUNTING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644
 Delivery Reference
 DONNA BRYARS

Deliver To
 ACCOUNTING
 205 GOVERNMENT STREET
 4TH FLR S TOWER ROOM 440
 MOBILE, AL 36644

Requisition Link

Requisition Total	18477.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.60.25.2510.2510.2510.0000.0000.42115.	18477.00	
ACCOUNTING EXP		SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	05/23/25	SCOTT PROVINCE	Auto approved by: 910519237
Approved	05/23/25	DONNA BRYARS	
Approved	05/23/25	JESSICA CATES	Auto approved by: 910519237
Approved	05/23/25	CYNTHIA TOWNER	Auto approved by: 910519237
Queued	05/23/25	DONALD ROSE	Auto approved by: 910519237



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Nexgen Asset Management for software programming services to integrate functionality of Nexgen asset management software with Samsara fleet management and FMLive fuel management software applications.

Amount of Contract:

\$57,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250529 Nexgen Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 3 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Nexgen Asset Management

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Nexgen Asset Management for software programming services to integrate functionality of Nexgen asset management software with Samsara fleet management and FMLive fuel management software applications. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$57,000.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as custom software. Professional services.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24683</u>	2025	(F7000) MOTOR POOL	SOFTWARE PROGRAMMING TO INTEGRATE FUNCTIONALITY OF NEXGEN ASSET MANAGEMENT SOFTWARE WITH SAMASARA FLEET MANAGEMENT AND FMLIVE FUEL MANAGEMENT SOFTWARE APPLICATIONS (PROFESSIONAL SERVICES, BID EXEMPT AS CUSTOM SOFTWARE)	\$57,000.00	<u>(297466)</u> <u>NEXGEN ASSET</u> <u>MANAGEMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024683-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Released
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Page 1

Vendor
 NEXGEN ASSET MANAGEMENT
 4010 LENNANE DR

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

SACRAMENTO, CA 95834

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#916-779-7300
 Fax 916-564-8030

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/16/25	297466				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 NEXGEN INTEGRATION WITH SAMSARA AND FMLIVE. SERVICES TO BE PERFORMED AS PER YOUR QUOTE DATED MAY 7, 2025.	1.00 EACH	57000.00000	57000.00

1 7000.40.20.0000.0000.2070.0000.0000.42115. 57000.00

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 57000.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42115.		
MOTOR POOL EXP	57000.00	3762485.30
SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tracer Drone Technologies LLC for DJI Matrice 350 RTK drone with camera and batteries for Gulf Coast Technology Center.

Amount of Contract:

\$27,969.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250527 Tracer Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 3 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tracer Drone Technologies, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tracer Drone Technologies LLC for DJI Matrice 350 RTK
drone with camera and batteries for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$27,969.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5949

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24336</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	DJI MATRICE 350RTK DRONE WITH CAMERA AND BATTERIES FOR GULF COAST TECHNOLOGY CENTER (SEALED BID 5949)	\$27,969.00	<u>(299750) TRACER DRONE TECHNOLOGIES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024336-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor TRACER DRONE TECHNOLOGIES LLC 445 MARSHALL STREET, STE 153 PHILLIPSBURG, NJ 08865 Tel#6108103228	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/25	299750				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes ----- GCTC to purchase drone, basic shield, and 4 batteries for MPD Tac Intel Unit PER BID #5949 AND YOUR QUOTE. DELIVERY EXPECTED IN 7 BUSINESS DAYS ARO. PO NUMBER TO BE ON THE OUTSIDE OF EACH BOX.				
001	M350RTK-WORRYFREE-BASIC DJI MATRICE 350 RTK WORRY FREE BASIC COMBO (2 TB65,1 BS65,SHIELD BASIC) AIRCRAFT X1 RC PLUS X1 WB37 INTELLIGENT BATTERY X 1 TB65 INTELLIGENT FLIGHT BATTERY X2 CARRYING CASE X1 BS65 INTELLIGENT BATTERY STATION X1 LANDING GEAR X2 MATRICE 350 RTK 2110S PROPELLERS (PAIR)X1 SCREWS AND TOOLS X1 CLEANING TOOLS X1 SPARE GIMBAL DAMPER X 4 RUBBER PORT COVER (SET) X1 ENTERPRISE SHIELD BASIC X1	1.00 EACH	13649.00000	13649.00
1	1000.30.15.1502.1502.1502.0000.0000.42200.			13649.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024336-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor TRACER DRONE TECHNOLOGIES LLC 445 MARSHALL STREET, STE 153 PHILLIPSBURG, NJ 08865 Tel#6108103228	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/25	299750				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	ZENMUSE H30T SP SHIELD BASIC CP.EN. 00000529.SB	1.00 EACH	10720.00000	10720.00
1	1000.30.15.1502.1502.1502.0000.0000.42200.			10720.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	MATRICE 350 SERIES-PART08-TB65 INTELLIGENT FLIGHT BATTTERY CP.EN. 0000457.01 NEW FLIGHT BATTERY FOR	4.00 EACH	900.00000	3600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024336-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

PHILLIPSBURG, NJ 08865

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Tel#6108103228

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/12/25	299750				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
1	DJI MATRICE 350 RTK. PROVIDES 55 MINUTES OF FLIGHT 1000.30.15.1502.1502.1502.0000.0000.42200.			3600.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Requisition Link

Requisition Total 27969.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42200.	27969.00	699395.02
GULF COAST TECHNOLOGY CENTER PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	05/12/25	JASON SMITH	Reviewed and Approved
Approved	05/12/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	05/12/25	ROBERT LASKY	
Approved	05/12/25	CURTIS GRAVES	Auto approved by: 910519642
Unknown	05/27/25	ANNE FOLEY	

BID TABULATION FOR BID #5949

Surveillance Equipment - Drone

	DJI M350RTK Drone Combo	=Zenmuse H30T SP Camera	DJI Matrice Part 08-TB65 battery	Delivery Window
Tracer	\$13,649.00	\$10,720.00	\$900.00	7 days
Adorama	\$13,755.05	\$11,029.50	\$900.00	10-30 days

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 003

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
5/15/2025	5949	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Friday, May 23, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Surveillance Equipment DRONE The City of Mobile is requesting bids on the following Drone and equipment.					
1-2	Item 1 Product Details M350RTK-WORRYFREE-BASIC DJI Matrice 350 RTK Worry-Free Basic Combo (2 TB65, 1 BS65, Shield Basic) Aircraft x 1 RC Plus x 1 WB37 Intelligent Battery x 1 TB65 Intelligent Flight Battery x 2 Carrying Case x 1 BS65 Intelligent Battery Station x 1 Landing Gear x 2 Matrice 350 RTK 2110s Propellers (Pair) x 1 Screws and Tools x 1 Spare Gimbal Damper x 4 Rubber Port Cover (Set) x 1 Enterprise Shield Basic x 1					
1-2	Item 2 Zenmuse H30T SP Shield Basic CP.EN.00000529.SB					
2-10	Item 3 MATRICE 350 SERIES-PART08-TB65 Intelligent Flight Battery CP.EN.00000457.01 New flight battery for DJI Matrice 350 RTK. Provides 55 minutes of flight.					
Page 1 of 3			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Items are to be in stock and available for immediate delivery. Quantities are approximate. The minimum quantities listed will be purchased upon bid award. No substitutions will be accepted. Price must include all charges. Prices are to be held firm for three (3) months. Upon the approval of the successful vendor and the City of Mobile, prices may be extended for up to seven (7) additional 3-month periods. This bid has a very short turn around. All questions must be received in writing to purchasing@cityofmobile.org no later than 2:00 p.m., May 21, 2025. Note: Made in America does not apply for this bid. This is a sealed bid; your response must be in a sealed envelope that has the <u>Bid #5949 on the outside</u> and/or with the date and time of the bid opening <u>12:00 PM, Friday, May 23, 2025.</u> Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Page _____ of _____

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Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tracer Drone Technologies LLC for two DJI Matrice 350 RTK drones with cameras for MPD.

Amount of Contract:

\$48,738.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250527 Tracer2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 3 June 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tracer Drone Technologies, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tracer Drone Technologies LLC for two DJI Matrice 350
RTK drones with cameras for MPD
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,738.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5949

How many bidders received bid packages (if applicable): 8 + web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>24989</u>	2025	(1530) POLICE ADMIN SERVICES	TWO DJI MATRICE 350RTK DRONES WITH CAMERAS FOR MPD (SEALED BID 5949)	\$48,738.00	<u>(299750) TRACER DRONE TECHNOLOGIES LLC</u>

Adopted:

City Clerk

=====	
Bill To	Requisition 00024989-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	
Vendor	Ship To
TRACER DRONE TECHNOLOGIES LLC	POLICE INTELLIGENCE UNIT
445 MARSHALL STREET, STE 153	455 ST LOUIS ST, SUITE 1200
	MOBILE, AL 36602
PHILLIPSBURG, NJ 08865	MICHAEL.COOK@CITYOFMOBILE.ORG
Tel#6108103228	

Deliver To
POLICE INTELLIGENCE UNIT
455 ST LOUIS ST, SUITE 1200

MOBILE, AL 36602

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

05/23/25	299750				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

	General Notes			

	PER BID #5949 AND YOUR QUOTE.			
	DELIVERY EXPECTED IN 7 BUSINESS DAYS ARO.			
	PO NUMBER TO BE ON THE OUTSIDE OF EACH BOX.			
001	M350RTK-WORRYFREE-BASIC DJI	2.00	13649.00000	27298.00
	MATRICE 350 RTK WORRY-FREE BASIC	EACH		
	COMBO (2 TB65, 1 BS65, SHIELD			
	BASIC) AIRCRAFT x 1 RC PLUS x 1			
	WB37 INTELLIGENT BATTERY x 2			
	CARRYING CASE x 1 BS65 INTELLIGENT			
	BATTERY STATION x 1 LANDING GEAR x			
	2 MATRICE350 RTK 2110S			
	PROPELLERS(PAIR) x 1 SCREWS AND			
	TOOLS x 1 CLEANING TOOLS x 1 SPARE			
	GIMBAL DAMPER x 4 RUBBER PORT			
	COVER (SET) x 1 ENTERPRISE SHIELD			
	BASIC x 1			
	Vendor Item			
1	1000.30.15.1530.1530.1530.0000.0000.44020.			27298.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024989-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200

PHILLIPSBURG, NJ 08865

MOBILE, AL 36602
 MICHAEL.COOK@CITYOFMOBILE.ORG

Tel#6108103228

Deliver To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/25	299750				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200
 MOBILE, AL 36602

Deliver To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200
 MOBILE, AL 36602

002 ZENMUSE H30T SP SHIELD BASIC CP.EN. 00000529.SB Vendor Item	2.00 EACH	10720.00000	21440.00
---	--------------	-------------	----------

1 1000.30.15.1530.1530.1530.0000.0000.44020.	21440.00
--	----------

Ship To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200
 MOBILE, AL 36602

Deliver To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

48738.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024989-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 3

Vendor
 TRACER DRONE TECHNOLOGIES LLC
 445 MARSHALL STREET, STE 153

Ship To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200

PHILLIPSBURG, NJ 08865

MOBILE, AL 36602
 MICHAEL.COOK@CITYOFMOBILE.ORG

Tel#6108103228

Deliver To
 POLICE INTELLIGENCE UNIT
 455 ST LOUIS ST, SUITE 1200

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/23/25	299750				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	48738.00	5014491.67
POLICE ADMIN SERVICES EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	05/27/25	ANNE FOLEY	GL Allocation changed
CCancelled	05/27/25	ANNE FOLEY	GL Allocation changed
CCancelled	05/27/25	ANNE FOLEY	Requisition item removed chang
Approved	05/27/25	DONALD ROSE	Auto approved by: 9105fo1a
Approved	05/27/25	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	05/27/25	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	05/27/25	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	05/27/25	CLAUDE BUERGER IV	Auto approved by: 9105fo1a
Approved	05/27/25	ANNE FOLEY	
Approved	05/27/25	JOHN PAINE	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5949

Surveillance Equipment - Drone

	DJI M350RTK Drone Combo	=Zenmuse H30T SP Camera	DJI Matrice Part 08-TB65 battery	Delivery Window
Tracer	\$13,649.00	\$10,720.00	\$900.00	7 days
Adorama	\$13,755.05	\$11,029.50	\$900.00	10-30 days

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: **lw** Buyer: **003**

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
5/15/2025	5949	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than:

12:00 PM, Friday, May 23, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Surveillance Equipment DRONE The City of Mobile is requesting bids on the following Drone and equipment.					
1-2	Item 1	Product Details M350RTK-WORRYFREE-BASIC DJI Matrice 350 RTK Worry-Free Basic Combo (2 TB65, 1 BS65, Shield Basic) Aircraft x 1 RC Plus x 1 WB37 Intelligent Battery x 1 TB65 Intelligent Flight Battery x 2 Carrying Case x 1 BS65 Intelligent Battery Station x 1 Landing Gear x 2 Matrice 350 RTK 2110s Propellers (Pair) x 1 Screws and Tools x 1 Spare Gimbal Damper x 4 Rubber Port Cover (Set) x 1 Enterprise Shield Basic x 1				
1-2	Item 2	Zenmuse H30T SP Shield Basic CP.EN.00000529.SB				
2-10	Item 3	MATRICE 350 SERIES-PART08-TB65 Intelligent Flight Battery CP.EN.00000457.01 New flight battery for DJI Matrice 350 RTK. Provides 55 minutes of flight.				
Page 1 of 3			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Items are to be in stock and available for immediate delivery. Quantities are approximate. The minimum quantities listed will be purchased upon bid award. No substitutions will be accepted. Price must include all charges. Prices are to be held firm for three (3) months. Upon the approval of the successful vendor and the City of Mobile, prices may be extended for up to seven (7) additional 3-month periods. This bid has a very short turn around. All questions must be received in writing to purchasing@cityofmobile.org no later than 2:00 p.m., May 21, 2025. Note: Made in America does not apply for this bid. This is a sealed bid; your response must be in a sealed envelope that has the <u>Bid #5949 on the outside</u> and/or with the date and time of the bid opening <u>12:00 PM, Friday, May 23, 2025.</u> Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Page_____ of _____

Page 655 of 1027

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Nicholas Amberger

Sponsored by:

William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:

Authorize Change Orders, nos. 3 and 4 with Sabre Demolition Corporation, for CIVIC CENTER NEW CONST & DEMO, total increase: \$540,100.73. Volkert recommends approval of the attached Change Orders, nos. 03 and 04 to Sabre Demolition Contract 5505. The change orders are to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance, and for hauling and stockpiling of approximately 20,000 cubic yards of surplus soil from the Civic Center site to 1309 Azalea Rd for future reuse by the City. The approved work listed below increases the Contract value by \$ 540,100.73. Twelve (12) calendar days will be added to the Period of Performance, under change order.

Amount of Contract:

\$540,100.73

Funding Source

C0976 Civic Center New Const. & Demo, Contract 5055, CC-034D-22

ATTACHMENTS:

1. Resolution
2. CO3 & Ltr
3. CO4 & Ltr
4. CO3 & 4 REQUEST
5. CO3 & 4 JUSTIFI
6. BACKUP-CO2-12.17 SIGNED

7. BACKUP-CO1-12.5 SIGNED
8. BACKUP-7.30 Cntct SIGNED

REVIEWERS:

Stacey Howard

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION – CHANGE ORDER

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order Numbers 03 and 04 to Contract 5055, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of Five Hundred Forty Thousand One Hundred Dollars and Seventy-Three Cents (\$ 540,100.73) shall be added to the current contract amount of Five Million Seven Hundred Eleven Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 5,711,375.50), with the new Agreement sum to be Six Million Two Hundred Fifty-One Thousand Four Hundred Seventy-Six Dollars and Twenty-Three Cents (\$ 6,251,476.23). A copy of said contract is on file in the office of the City Clerk.

Name of Company: SABRE DEMOLITION CORPORATION

Project Name: CIVIC CENTER NEW CONST & DEMO – C0976

Project Number: CC-034D-22

Amount: \$ 540,100.73 (ADDITIONAL AMOUNT)

Adopted:

City Clerk



April 7, 2025

Subject: Recommendation for Approval of Change Order 03 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 03 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$395,332.17.

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 1,344,375.50
Contract Sum prior to this Change Order	\$ 5,711,375.50
Net Contract change by this change order	\$ 395,332.17
New Contract Sum including this Change Order	\$ 6,106,707.67

No additional days will be added to the Period of Performance under this Change Order.

The Change Order prices have been reviewed by the Architect and Program Manager and are reasonable. A change order is preferable to rebidding the work as the contractor is mobilized now, rebidding will delay the project adding to cost, and the new bids will likely increase the costs over the change order amount and if there is a different low bidder and new mobilization there will be a definite delay of completion and cost substantially more.

The Change Order work is further detailed in the Schedule of Value (SOV) items A1.5, A1.8, A1.9, A2.1, and A2.4 below.

SOV Item A1.5 covers the cost of Alabama Power connection fees and monthly power cost for the temporary power service to provide climate control for the Mosaic Murals while stored in the Expo Hall until they are reinstalled in the new Arena.

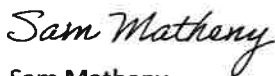
SOV Item A1.8 covers the cost of the supply and fabrication of the movement frame for the second Mural. The material cost of the second frame was inadvertently left out of the initial cost proposal from ICC Commonwealth. Since the mural work is being performed under a Contract allowance this item covers the additional frame cost and ICC Commonwealth agreed to forfeit their overhead and profit.

SOV Item A1.9 is for additional cost of demolition and construction of the Expo Hall exterior wall to facilitate moving the murals into the Expo Hall. Due to the width of the movement frames the Contractor was required to remove more of the exterior wall than originally anticipated as well as remove and reinstall two of the building exterior columns. The structural Engineer determined that temporary shoring was required to be put in place prior to removal of the columns and the portion of the exterior wall removed would have to be replaced to meet wind load requirements.

SOV Item A2.1 is for the transportation and disposal costs for hazardous chemicals and paint removed from the Civic Center prior to demolition which had been stored on site. The materials were stored on site until the end of demolition to avoid any additional trip charges from the disposal company in the event that additional materials were discovered during demolition.

SOV Item A2.4 is for the cost to supply an additional 1,900.69 cubic yards of surcharge soil in excess of the originally estimated volume to meet the lines and grade indicated in the surcharge grading plan. The additional volume was provided at the same unit cost as the originally estimated quantity. This cost also includes additional grading and erosion control work at the Montlimar Dr site requested by the city that was not part of the Contractor's scope of work.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

VOLKERT

CITY OF MOBILE

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



PROJECT NAME: CIV Center New Construction &
Demo - Mobile Civic Center,
Theater, and Expo Hall Demolition

CHANGE ORDER NO.: 03

PROJECT ADDRESS: 401 Civic Center Drive

DATE: April 7, 2025

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for Contract Allowance overruns for the Mosaic Mural Relocation and storage; disposal of chemical wastes removed during demolition; and additional new Arena surcharge volume. The approved work listed below increases the Contract value by \$395,332.17.

The prices have been reviewed and are reasonable. A change order is preferable to bidding the additional work scope as the contractor is mobilized now, bidding would delay the project adding to cost, and the new bids would likely increase the costs over the change order amount and if there is a different low bidder and new mobilization there will be a definite delay of completion and cost substantially more.

No additional calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.5	Expo Hall forecast power usage for mural storage	\$ 49,321.22
A1.8	Procurement and fabrication of second Mural steel movement frame	\$ 149,080.50
A1.9	Expo. Hall Storage Temp. Wall Construction	\$ 115,151.32
	SUBTOTAL - MURAL REMOVAL ALLOWANCE OVERRUN	\$ 313,553.04
A2.1	Chemical waste transportation and disposal	\$ 34,008.15
A2.4	Additional surcharge qty and restoration at Montlimar barrow site	\$ 47,770.98
	SUBTOTAL - CONTINGENCY ALLOWANCE OVERRUN	\$ 81,779.13
	TOTAL CONTRACT ALLOWANCE OVERRUN/ ADDITIONAL FUNDING REQUIRED	\$ 395,332.17

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 1,344,375.50
Contract Sum prior to this Change Order	\$ 5,711,375.50
Net Contract change by this change order	\$ 395,332.17
New Contract Sum including this Change Order	\$ 6,106,707.67

CITY OF MOBILE

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



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Goodwyn Mills Cawood
ARCHITECT:

Keith Parker, AIA
SIGNATURE

KEITH PARKER

(Printed Name/Title)

4.7.25

DATE:

Sabre Demolition Corporation
CONTRACTOR:

Matthew Dixon
SIGNATURE

Matthew Dixon

(Printed Name/Title)

4-7-2025

DATE

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

CUSTOMER: CITY OF MOBILE

AUTHORIZATION: VOLKERT

PROJECT NAME: EXPO HALL HVAC TEMPORARY POWER USAGE

PROPOSED ACTION: EXPO HALL GARAGE DOOR OPERATIONAL REPAIRS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 - SOV Item AL.5

DATES : TBD



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	3.0	OT HRS	\$ 341.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 170.91	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 167.87	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ALABAMA POWER ACCOUNT SETUP FEES	1	LUMP SUM	\$ 78.63	\$ 78.63
ALABAMA POWER USAGE	12	MONTH	\$ 3,656.64	\$ 43,879.68
TOTAL SUBCONTRACTORS				\$ 43,958.31
SUB-TOTAL DIRECT COSTS				\$ 43,958.31
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	21	\$ 879.17
TOTAL COST:				\$ 44,837.48
GRAND TOTAL W/O&P:				\$ 49,321.22

CUSTOMER: CITY OF MOBILE

DATES : COMPLETED

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: CRADLE MATERIAL ACQUISITION AND FABRICATION

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 - SOV Item AL.8



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.98	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				-
SUBCONTRACTORS				
ICC COMMONWEALTH	1	LUMP SUM	#####	\$ 149,080.50
TOTAL SUBCONTRACTORS				\$ 149,080.50
SUB-TOTAL DIRECT COSTS				\$ 149,080.50
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	75	
TOTAL COST:				\$ 149,080.50
GRAND TOTAL NO O&P:				\$ 149,080.50

CUSTOMER: CITY OF MOBILE

DATES : COMPLETED

AUTHORIZATION: VOLUNTARY

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: EXPO HALL WEATHER SEAL AND INTERIOR WALL
CLOSURE



PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2004-05

REVISION 0 SOV Item AL 9

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.65	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 114.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 197.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				-
SUBCONTRACTORS				
YESO CONSTRUCTION	1	LUMP SUM	\$ 76,520.00	\$ 76,520.00
TOTAL SUBCONTRACTORS				\$ 76,520.00
SUB-TOTAL DIRECT COSTS				\$ 76,520.00
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 1,530.40
TOTAL COST:				\$ 78,050.40
GRAND TOTAL W/O&P:				\$ 85,855.44

CUSTOMER: CITY OF MOBILE

DATES : COMPLETED

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: EXPO COLUMNS, SHORING & LIGHTING (PREV. T&M)

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 - SOV Item A1.9



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
SABRE PREVIOUS T&M BORROWED FROM LINE ITEM 5A	1	LUMP SUM	\$ 25,347.36	\$ 25,347.36
TOTAL SUBCONTRACTORS				\$ 25,347.36
SUB-TOTAL DIRECT COSTS				\$ 25,347.36
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	
TOTAL COST:				\$ 25,347.36
GRAND TOTAL W/O&P:				\$ 25,347.36

CUSTOMER: CITY OF MOBILE

DATES : TBD

AUTHORIZATION: VOLKERT

PROJECT NAME: CHEMICAL WASTE TRANSPORTATION AND DISPOSAL
PROPOSED ACTION: EXPO HALL GARAGE DOOR OPERATIONAL REPAIRS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-95

REVISION 0 - SOV Item A1.9



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 241.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.00	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 116.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				-
SUBCONTRACTORS				
PORT CITY INDUSTRIAL	1	LUMP SUM	\$ 3,519.18	\$ 3,519.18
TOTAL SUBCONTRACTORS				\$ 3,519.18
SUB-TOTAL DIRECT COSTS				\$ 3,519.18
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 70.38
TOTAL COST:				\$ 3,589.56
GRAND TOTAL W/O&P:				\$ 3,948.52

CUSTOMER: CITY OF MOBILE

DATES : TBD

AUTHORIZATION: VOLKERT

PROJECT NAME: CHEMICAL WASTE TRANSPORTATION AND DISPOSAL
PROPOSED ACTION: EXPO HALL WEATHER SEAL AND INTERIOR WALL
CLADDING



PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SADRE JOB NO.: 2024-05

REVISION 0 - SOV Item A2.1

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 197.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
CRYSTAL CLEAN	1	LUMP SUM	\$ 30,310.29	\$ 30,310.29
TOTAL SUBCONTRACTORS				\$ 30,310.29
SUB-TOTAL DIRECT COSTS				\$ 30,310.29
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 606.21
TOTAL COST:				\$ 30,916.50
GRAND TOTAL W/O&P:				\$ 34,008.15

CUSTOMER: CITY OF MOBILE

AUTHORIZATION: VOLKERT

PROJECT NAME: EXPO HALL EVAC TEMPORARY POWER USAGE

PROPOSED ACTION: HUGHES ADDITIONAL SURCHARGE QUANTITY

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 SOV Item A2.4

DATES : COMPLETE



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 241.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 252.53	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.52	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
	UNIT QTY	UNIT	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HUGHES ADDITIONAL MATERIAL IMPORT	1	LUMP SUM	\$ 32,026.63	\$ 32,026.63
				\$ -
TOTAL SUBCONTRACTORS				\$ 32,026.63
SUB-TOTAL DIRECT COSTS				\$ 32,026.63
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 640.53
TOTAL COST:				\$ 32,667.16
GRAND TOTAL W/O&P:				\$ 35,933.88

CUSTOMER: CITY OF MOBILE

AUTHORIZATION: VOLKERT

PROJECT NAME: EXPO HALL HVAC TEMPORARY POWER USAGE

PROPOSED ACTION: HUGHES MONTILMAR EROSION INSTALL

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 SOV Item A2.4

DATES : COMPLETE



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	3.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.53	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.80	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 110.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN (ON-SITE)	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				-
SUBCONTRACTORS				
HUGHES ADDITIONAL MATERIAL IMPORT	1	LUMP SUM	\$ 10,550.00	\$ 10,550.00
TOTAL SUBCONTRACTORS				\$ 10,550.00
SUB-TOTAL DIRECT COSTS				\$ 10,550.00
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 211.00
TOTAL COST:				\$ 10,761.00
GRAND TOTAL W/O&P:				\$ 11,837.10



April 9, 2025

Subject: Recommendation for Approval of Change Order 04 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 04 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for hauling and stockpiling of approximately 20,000 cubic yards of surplus soil from the Civic Center site to 1309 Azalea Rd for future reuse by the city. The approved work listed below increases the Contract value by \$144,768.56.

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 1,739,707.67
Contract Sum prior to this Change Order	\$ 6,106,707.67
Net Contract change by this change order	\$ 144,768.56
New Contract Sum including this Change Order	\$ 6,251,476.23

Twelve (12) calendar days will be added to the Period of Performance under this Change Order.

The Change Order prices have been reviewed by the Architect and Program Manager and are reasonable. A change order is preferable to rebidding the work as the contractor is mobilized now, rebidding will delay the project adding to cost, and the new bids will likely increase the costs over the change order amount and if there is a different low bidder and new mobilization there will be a definite delay of completion and cost substantially more.

The Change Order work is further detailed in the Schedule of Value (SOV) item A2.8 below.

SOV Item A2.8 covers the cost of transportation differential, grading, erosion controls, and stockpile management to relocate approximately 20,000 cubic yards of surplus soil from the Civic Center site to 1309 Azalea Rd for future reuse by the city. The city has plans to construct a new fire station at the Azalea Rd location and that project will require approximately 30,000 cubic yards of structural fill material. To make the best use of the surplus material and in turn save the city from purchasing 20,000 cubic yards of material as part of the fire station contract at a substantially higher cost, the city has requested the Contractor to haul and stockpile the surplus material at the Azalea Rd site for re-use. The Contractor was to haul the surplus material to a local dump site at their own expense. The costs for this Change Order are for the transportation differential cost for a longer haul distance, installation of silt fence and erosion controls; and equipment and manpower to grade and manage the stockpiling of the surplus material at Azalea Rd which would not have been incurred by the Contractor to haul the material to the originally planned dump site.

Sincerely,

Sam Matheny

Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

CITY OF MOBILE

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



PROJECT NAME: CIV Center New Construction &
Demo - Mobile Civic Center,
Theater, and Expo Hall Demolition

CHANGE ORDER NO.: 04

PROJECT ADDRESS: 401 Civic Center Drive

DATE: April 9, 2025

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for hauling and stockpiling of approximately 20,000 cubic yards of surplus soil from the Civic Center site to 1309 Azalea Rd for future reuse by the city. The approved work listed below increases the Contract value by \$144,768.56.

The prices have been reviewed and are reasonable. A change order is preferable to bidding the additional work scope as the contractor is mobilized now, bidding would delay the project adding to cost, and the new bids would likely increase the costs over the change order amount and if there is a different low bidder and new mobilization there will be a definite delay of completion and cost substantially more.

Twelve (12) additional calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A2.8	Transportation, grading, erosion controls, and stockpile management at Azalea Rd site	\$ 144,768.56
TOTAL CONTRACT ADDITIONAL FUNDING REQUIRED		\$ 144,768.56

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 1,739,707.67
Contract Sum prior to this Change Order	\$ 6,106,707.67
Net Contract change by this change order	\$ 144,768.56
New Contract Sum including this Change Order	\$ 6,251,476.23

CITY OF MOBILE

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



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CANNON

ARCHITECT:

KEITH PARKER, AIA

SIGNATURE

KEITH PARKER

(Printed Name/Title)

4-9-25

DATE:

Sabre Demolition Corporation

CONTRACTOR:

Matthew Dixon

SIGNATURE

Matthew Dixon

(Printed Name/Title)

4/9/2025

DATE

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

CUSTOMER: CITY OF MOBILE

DATES : TBD

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO

PROPOSED ACTION: SOIL STAGING AT 1309 AZALEA

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

REVISION 0 - SOV Item A2.8



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	132.0	REG HRS	\$ 100.29	\$ 13,238.28
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	132.0	REG HRS	\$ 134.31	\$ 17,728.92
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 116.14	\$ -
	0.0	OT HRS	\$ 149.04	\$ -
FOREMAN (ON-SITE)	96.0	REG HRS	\$ 110.23	\$ 10,582.08
	0.0	OT HRS	\$ 140.14	\$ -
BURMER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	360.0			41,549.28
DAILY EXPENSES				
TEMP FACILITIES & SUPPLIES @ 1309 AZALEA	12	DAY	\$ 75.33	\$ 903.96
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				903.96
EQUIPMENT/RENTALS				
DOZER MOBILIZATION TO 1309 AZALEA	1	EA	\$ 500.00	\$ 500.00
DOZER DEMOBILIZATION FROM 1309 AZALEA	1	EA	\$ 500.00	\$ 500.00
DOZER #123 (RENTAL)	12	DAY	\$ 552.00	\$ 6,624.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				7,124.00
MATERIALS				
DOUBLE ROW OF SILT FENCE	2110	LF	\$ 5.00	\$ 10,550.00
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				10,550.00
TRANSPORTATION & DISPOSALS				
EXPORT TRANSPORTATION TO 1309 AZALEA	1100	LOAD	\$ 110.00	\$ 121,000.00
EXPORT TRANSPORTATION TO #762 PARAGUOLA	1100	LOAD	\$ (25.00)	\$ (27,500.00)
				\$ -
TOTAL T&D				\$ 60,500.00
SUBCONTRACTORS				
SEEDING SUBCONTRACTOR	70000	SF	\$ 0.12	\$ 8,400.00
				\$ -
TOTAL SUBCONTRACTORS				\$ 8,400.00
SUB-TOTAL DIRECT COSTS				\$ 129,027.24
ADDITIONAL COSTS				
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	21	\$ 2,580.54
				TOTAL COST: \$ 131,607.78
				GRAND TOTAL W/O&P: \$ 144,768.56

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038

DATE OF REQUEST: 5/22/25

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Sabre Demolition Corp. # 299223

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add \$ 540,100.73 from Capital Project#/Title:

C0976-CIVIC CENTER NEW CONST & DEMO

to contract# 5055.

Total amount of Change Order: \$ 540,100.73

Current contract amount: \$ 5,711,375.50

Revised contract amount: \$ 6,251,476.23

Comments: See attached letters & change orders

Rhonda D. Lewis

Employee signature

Carleen Stod-Clark

Approval signature



*** JUSTIFICATION FOR CHANGE ORDER***

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Numbers Three (3) and Four (4) to contract with SABRE DEMOLITION CORPORATION dated **July 30, 2024**, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letters and change orders.
- ☐ 6. Other:

REMARKS: Please see attached letters and change orders.

Carleen Stout-Clark

Carleen Stout-Clark, Director
Real Estate Asset Management

Nick Amberger

Nick Amberger, Executive Director, Engineering and Infrastructure

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order 02 to Contract 5055, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of One Million Three Hundred Forty-Four Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 1,344,375.50) shall be added to the original contract amount of Four Million Three Hundred Sixty-Seven Thousand Dollars and Zero Cents (\$ 4,367,000.00), with the new Agreement sum to be Five Million Seven Hundred Eleven Thousand Three Hundred Seventy-Five Dollars and Fifty Cents (\$ 5,711,375.50), approval upon pending transfer, Resolution no. 09-1182. A copy of said contract is on file in the office of the City Clerk.

Name of Company: SABRE DEMOLITION CORPORATION
Project Name: CIVIC CENTER NEW CONST & DEMO – C0976
Project Number: CC-034D-22
Amount: \$ 1,344,375.50 (ADDITIONAL AMOUNT)

Adopted: DEC 17 2024

ASSISTANT

City Clerk

Lana Payenbach

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038

DATE OF REQUEST: 11/21/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Sabre Demolition Corporation

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Add \$ 1,344,375.50 from Capital Project#/Title:

C0976 - CIVIC CENTER NEW CONST & DEMO

to contract# 5055

Total amount of Change Order: \$ 1,344,375.50

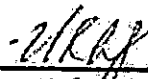
Current contract amount: \$ 4,367,000.00

Revised contract amount: \$ 5,711,375.50

Comments: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Rhonda Lewis

Employee signature


Approval signature



JUSTIFICATION FOR CHANGE ORDER

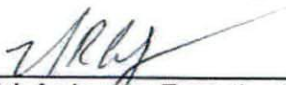
PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number Two (2) to contract with SABRE DEMOLITION CORPORATION dated **July 30, 2024**, is required because of the following:

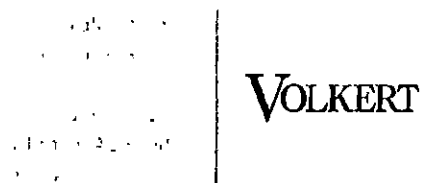
- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letter and change order.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$ 1,344,375.50. Thirteen (13) calendar days will be added to the Period of Performance and will extend the Substantial Completion Date by the same thirteen (13) calendar days, under this change order.

Carleen Stout-Clark, Deputy Director
Real Estate Asset Management



Nick Amberger, Executive Director, Engineering and Infrastructure



November 26, 2024

Subject: Recommendation for Approval of Change Order 02 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 02 to Sabre Demolition Contract 5505. This change order is to provide additional funding to the Contract for Contract Allowance overruns to the Mosaic Mural Removal Allowance and the Contract Contingency Allowance. The approved work listed below increases the Contract value by \$1,344,375.50 and will require a Resolution for City Council approval.

This Change Order 02 will add thirteen (13) calendar days to the Period of Performance and extend the Substantial Completion Date by the same thirteen (13) calendar days.

The Schedule of Value (SOV) items A1.8, A1.9, A2.5, A2.6, and A2.7, detailed below, have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.8 is to relocate the Murals from the Arena lobby to the Expo Hall and prepare them for storage. Due to the accelerated demolition schedule the Contractor and Historic Preservationist were not able to complete the mural removal and relocation prior to the start of demolition. This resulted in the need for temporary climate control as detailed and approved in Contract Change Order 01. Selective demolition was required to isolate the arena lobby and murals from the other sections of the Civic Center so demolition could proceed on the other sections of the Civic Center. A substantial amount of hand demolition was required around the murals to assess the structural connection without damaging the murals and to develop the removal plan and design. These activities reduced the allowance for the mural removal and thus did not allow enough funding to relocate the murals to the Expo Hall after removing them from the structure.

SOV Item A1.9 is for additional selective demolition around the murals for the removal supports, bracing, and equipment; construction of temporary walls in the Expo Hall for the mural storage; and for electrical service over the approximate 18 months the murals will be stored in the Expo Hall. The value listed in the change order for the SOV Item includes the Contractor's estimated cost (see backup documentation) for the select demolition and construction of the temporary walls. A 20% contingency has been added to the Contractor's estimate and an allowance added for the 18 months of electrical service.

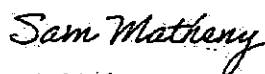
SOV Item A2.5 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Theater HVAC ductwork. The Contractor provided a unit rate cost of \$202.06 per ton (see backup documentation) to remove and dispose of the ACM material. The tonnage has been quantified and the Contractor will be compensated for 404.49 tons at the unit rate price.

Delivering the future of infrastructure

SOV Item A2.6 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.7 is for the abatement of additional non-friable asbestos containing materials encountered during demolition of the Arena bump out structures. The Contractor provided a unit rate cost of \$154.06 per ton (included in the backup documentation) to remove and dispose of the ACM material. The value listed in the Change Order for the SOV Item includes the Contractor's estimated quantity of 2,800 tons plus a 20% contingency. The Contractor will be compensated for the actual quantity disposed as documented by manifests and weigh tickets at the disposal facility.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

VOLKERT

CITY OF MOBILE

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



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition

CHANGE ORDER NO.: 02

PROJECT ADDRESS: 401 Civic Center Drive

DATE: November 26, 2024

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

PROJECT NO.: CC-034D-22
CONTRACT DATE: July 30, 2024
CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for Contract Allowance overruns for the Mosaic Mural Removal and for abatement of additional non-friable asbestos containing materials in excess of the original Contract quantities. The approved work listed below increases the Contract value by \$1,344,375.50.

Thirteen (13) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.8	Mural Relocation to Expo Hall and prepatation for storage	\$ 501,827.72
A1.9	Expo. Hall Storage Temp. Wall Construction/Hand Demolition	\$ 212,879.98
	SUBTOTAL - MURAL REMOVAL ALLOWANCE OVERRUN	\$ 714,707.70
A2.5	Additional non-friable asbestos abatement Theater Ductwork	\$ 81,731.25
A2.6	Additional NF ACM Duct Access/Removal	\$ 30,882.65
A2.7	Additional NF ACM Mastic Removal - bumpout structures	\$ 517,641.60
	SUBTOTAL - CONTINGENCY ALLOWANCE OVERRUN	\$ 630,255.50
	BALANCE OF REMAINING CONTRACT ALLOWANCES	\$ (587.70)
	TOTAL CONTRACT ALLOWANCE OVERRUN/ADDITIONAL FUNDING REQUIRED	\$ 1,344,375.50

Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 1,344,375.50
New Contract Sum including this Change Order	\$ 5,711,375.50

The Contract Substantial Completion date is extended by
Thirteen (13) calendar days.

CITY OF MOBILE
P. O. Box 1827
Mobile, AL 36633-1827



NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CAWOOD
ARCHITECT:

George Keith Parker
SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT
(Printed Name/Title)

11/21/24
DATE:

Sabre Demolition Corporation
CONTRACTOR:

Matthew Dixon
SIGNATURE

Matthew Dixon - President
(Printed Name/Title)

11/21/24
DATE

W S Stimpson
SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

12/20/24
DATE

ATTEST:

Dana Papenbach

ASSISTANT CITY CLERK



CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & ERM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.8

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 110.00	\$ -
	0.0	OT HRS	\$ 141.75	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 100.00	\$ -
	0.0	OT HRS	\$ 130.00	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.00	\$ -
	0.0	OT HRS	\$ 130.00	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.51	\$ -
	0.0	OT HRS	\$ 172.86	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 148.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.00	\$ -
	0.0	OT HRS	\$ 140.00	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.84	\$ -
	0.0	OT HRS	\$ 140.00	\$ -
TOTAL LABOR	0.0			\$ -
DAILY EXPENSES				
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				\$ -
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 350 LOADER	0	0		\$ -
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZER ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				\$ -
MATERIALS				
NONE				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
ICC COMMONWEALTH	1	LS	\$ 456,207.02	\$ 456,207.02
TOTAL SUBCONTRACTORS				\$ 456,207.02
SUB-TOTAL DIRECT COSTS				\$ 456,207.02
ADDITIONAL COSTS				
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:				\$ 456,207.02
GRAND TOTAL W/O&P:				\$ 501,827.72

CUSTOMER: CITY OF MOBILE
 AUTHORIZATION: VOLKERT
 PROJECT NAME: MOBILE CIVIC CENTER THEATER, EXPO
 PROPOSED ACTION: HAND SEPARATIONS
 PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
 SABRE JOB NO.: 2024-05

DATE: WE 11-XX-2024



SOV LINE ITEM A1 9

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEAVY (ON-SITE)	7.0	REG HRS	\$ 112.00	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
LABORER (ON-SITE)	0.0	OT HRS	\$ 152.35	\$ -
OPERATOR (ON-SITE)	640.0	REG HRS	\$ 100.00	\$ 64,000.00
	0.0	OT HRS	\$ 154.55	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	40.0	REG HRS	\$ 134.31	\$ 5,372.40
	0.0	OT HRS	\$ 202.01	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	160.0	REG HRS	\$ 145.88	\$ 23,340.80
	0.0	OT HRS	\$ 187.76	\$ -
FOREMAN	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.94	\$ -
BURNER/RIGGER (ON-SITE)	160.0	REG HRS	\$ 110.23	\$ 17,636.80
	0.0	OT HRS	\$ 143.14	\$ -
	0.0	REG HRS	\$ 138.44	\$ -
	0.0	OT HRS	\$ 180.80	\$ -
TOTAL LABOR	1000.0			110,535.60
DAILY EXPENSES				
MAN-DAY PERDIEM	125	MAN DAY	\$ 210.00	\$ 26,250.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				26,250.00
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	0			\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0			\$ -
CAT 340 EXCAVATOR	2	DAY	\$ 1,611.11	\$ 3,222.22
CAT 336 EXCAVATOR	0			\$ -
CAT 250 LOADER	0			\$ -
WIDESTER (RENTAL UNIT)	4	WEEK	\$ 2,258.50	\$ 9,034.00
SHORT BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZER ATTACHMENT	0			\$ -
40-FOOT SCISSOR LIFT	0			\$ -
40-FOOT BOOM LIFT	4	WEEK	\$ 1,138.50	\$ 4,554.00
40-FOOT BOOM LIFT HOBE AND FEES	0			\$ -
TOTAL EQUIPMENT/RENTALS				16,010.22
MATERIALS				
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				\$ -
TRANSPORTATION & DISPOSALS				
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 152,795.82
ADDITIONAL COSTS				
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	21	\$ 3,055.92
TOTAL COST:				\$ 155,851.74
GRAND TOTAL W/O&P:				\$ 156,733.32

CUSTOMER: CIT OF MOBILE

DATE : 09/11/2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER THEATER EXPO

PROPOSED ACTION: ACM IN-PLACE DEMOLITION & SEGREGATION UNIT RATE

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL



SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.5

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTHY & SAFE (ON-SITE)	0.0	REG HRS	\$ 110.00	\$ -
HEALTHY & SAFE (ON-SITE)	0.0	OT HRS	\$ 140.00	\$ -
ENVIRONMENTAL (ON-SITE)	0.0	REG HRS	\$ 120.00	\$ -
ENVIRONMENTAL (ON-SITE)	0.0	OT HRS	\$ 150.00	\$ -
LABORER (ON-SITE)	1.0	REG HRS	\$ 100.00	\$ 100.00
LABORER (ON-SITE)	1.0	OT HRS	\$ 130.00	\$ -
OPERATOR (ON-SITE)	1.0	REG HRS	\$ 134.31	\$ 134.31
OPERATOR (ON-SITE)	1.0	OT HRS	\$ 162.92	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.99	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	OT HRS	\$ 149.86	\$ -
FOREMAN	0.0	REG HRS	\$ 110.00	\$ -
FOREMAN	0.0	OT HRS	\$ 140.00	\$ -
BURDER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 109.44	\$ -
BURDER/RIGGER (ON-SITE)	0.0	OT HRS	\$ 140.00	\$ -
TOTAL LABOR	2.0			234.50
DAILY EXPENSES				
MAN-DRY PERDIEM	0.25	MAN DAY	\$ 210.00	\$ 52.50
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				52.50
EQUIPMENT/RENTALS				
CAT 374 EXCAVATOR	1	1	\$ 481.48	\$ 481.48
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$ -	\$ -
CAT 340 EXCAVATOR	0	0	\$ -	\$ -
CAT 336 EXCAVATOR	0	0	\$ -	\$ -
CAT 950 LOADER	0	0	\$ -	\$ -
SKIDSTEER	0	0	\$ -	\$ -
DUST BOSS	0	0	\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$ -	\$ -
GRAPPLE ATTACHMENT	1	1	\$ 157.41	\$ 157.41
SHEAR ATTACHMENT	0	0	\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$ -	\$ -
PULVERIZER ATTACHMENT	0	0	\$ -	\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				638.89
MATERIALS				
SITE SERVICES EXTENSION (PER HOUR)	1	Hour	\$ 198.50	\$ 198.50
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				198.50
TRANSPORTATION & DISPOSALS				
HF ASBESTOS DISPOSAL (CHASTANG LANDFILL)	15	Tons	\$ 70.00	\$ 1,050.00
TRANSPORTATION OF HF ACM TO CHASTANG	2.5	Hours	\$ 200.00	\$ 500.00
(CREDIT) BULK BLD WAREHOUSE/SAVINGS TRANSPORTATION	2.5	Hours	\$ 115.00	\$ 287.50
(CREDIT) BULK BLD WAREHOUSE/SAVINGS BULK	25	Tons	\$ -	\$ -
TOTAL T&D				\$ 1,487.50
SUBCONTRACTORS				
G.S.C. OVERSIGHT SUPERINTENDENT (10-HR DAY)	1	Hour	\$ 137.50	\$ 137.50
TOTAL SUBCONTRACTORS				\$ 137.50
SUB-TOTAL DIRECT COSTS				\$ 2,749.49
ADDITIONAL COSTS				
ADDED PIP BONDING (BASED ON SUB-TOTAL)	1	PERCENT	\$ -	\$ 54.99
TOTAL COST PER LOAD:				\$ 2,804.48
GRAND TOTAL PER LOAD W/O&P:				\$ 3,030.89
GRAND TOTAL PER TON W/O&P:				\$ 202.06

CUSTOMER: CITY OF MOBILE

DATES : WE 11-3-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.70	\$ -
	0.0	OT HRS	\$ 169.05	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 129.91	\$ -
	0.0	OT HRS	\$ 194.86	\$ -
LABORER (ON-SITE)	10.0	REG HRS	\$ 100.29	\$ 1,002.90
	0.0	OT HRS	\$ 150.43	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 124.31	\$ 5,372.40
	0.0	OT HRS	\$ 186.46	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.98	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 169.86	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 160.34	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.66	\$ -
TOTAL LABOR	144.0			16,041.12
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	13	MAN DAY	\$ 310.00	\$ 3,790.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,790.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0			\$ -
CAT 340/350 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,988.89	\$ -
CAT 340 EXCAVATOR	0			\$ -
CAT 335 EXCAVATOR	0			\$ -
CAT 350 LOADER	0			\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,359.50	\$ 2,359.50
DUST BOSS	0			\$ -
HYDRAULIC HAMMER ATTACHMENT	0			\$ -
GRAPPLE ATTACHMENT	0			\$ -
SHEAR ATTACHMENT	0			\$ -
MULTI-PROCESSOR ATTACHMENT	0			\$ -
PULVERIZER ATTACHMENT	0			\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
40-FOOT BOOM LIFT	1	WEEK	\$ 1,139.50	\$ 1,139.50
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 24,645.37
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	492.91
TOTAL COST:				\$ 25,138.28
GRAND TOTAL W/O&P:				\$ 25,212.37

CUSTOMER: CITY OF MOBILE

DATES : ME 11--2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A2.6



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	3.0	REG HRS	\$ 117.33	-
	3.0	OT HRS	\$ 232.71	-
SUPERVISOR (ON-SITE)	3.0	REG HRS	\$ 117.33	-
	3.0	OT HRS	\$ 232.71	-
LABORER (ON-SITE)	22.3	REG HRS	\$ 109.23	3,209.23
	0.0	OT HRS	\$ 152.53	-
OPERATOR (ON-SITE)	3.0	REG HRS	\$ 104.31	-
	0.0	OT HRS	\$ 232.71	-
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.89	-
	0.0	OT HRS	\$ 187.76	-
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 119.14	-
	0.0	OT HRS	\$ 149.84	-
FOREMAN	0.0	REG HRS	\$ 110.23	-
	0.0	OT HRS	\$ 140.14	-
BERNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	-
	0.0	OT HRS	\$ 152.82	-
TOTAL LABOR	32.3			3,209.28
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
				-
				-
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/350 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	2	DAILY	\$ 747.50	1,495.00
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZER ATTACHMENT	0		\$	-
MINI EXCAVATOR	0		\$	-
40-FOOT BOOM LIFT	0		\$	-
40-FOOT SCISSOR LIFT	0		\$	-
TOTAL EQUIPMENT/RENTALS				1,495.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	0	EA	\$ 584.32	-
OSC ACM OVERSIGHT	0	HOURS	\$ 109.99	-
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,544.28
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	3%	110.99
TOTAL COST:				\$ 5,655.17
GRAND TOTAL W/O&P:				\$ 5,670.28

CUSTOMER: CITY OF MOBILE
 AUTHORIZATION: VOLKERT
 PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO
 PROPOSED ACTION: ARENA ADDITIONAL ASBESTOS DEMO, T&D
 PROJECT LOCATION: 491 CIVIC CENTER DRIVE, MOBILE, AL
 SABRE JOB NO.: 2024-05

DATES: TBD



SOV LINE ITEM A2.7

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
HEALTH & SAFETY (ON-SITE)	0.1	REG HRS	117.91	11.79
OPERATOR (ON-SITE)	0.1	REG HRS	117.91	11.79
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.1	OT HRS	117.91	11.79
FOREMAN	0.1	REG HRS	117.91	11.79
BURNER/RIGGER (ON-SITE)	0.1	OT HRS	117.91	11.79
TOTAL LABOR	0.4			46.92
DAILY EXPENSES				
MIN-DAY PERDIEM	0.05	MAN DAY	213.30	10.67
SITE SERVICES EXTENSION (TEMPORARY SERVICES)	0.1	HOURLY	138.50	13.85
TOTAL DAILY EXPENSES				24.52
EQUIPMENT/RENTALS				
CAT 134 EXCAVATOR	0	HOURLY	481.48	0.00
CAT 140/152 HIGH REACH EXCAVATOR	0	HOURLY	0.00	0.00
CAT 140 EXCAVATOR	0	HOURLY	0.00	0.00
CAT 336 EXCAVATOR	0	HOURLY	0.00	0.00
CAT 350 LOADER	0	HOURLY	0.00	0.00
SKIDSTEER (GENERAL DUTY)	0	HOURLY	0.00	0.00
DUST BOSS	0	HOURLY	0.00	0.00
HYDRAULIC BUMPER ATTACHMENT	0	HOURLY	0.00	0.00
GRAPPLE ATTACHMENT	0	HOURLY	0.00	0.00
SHEAR ATTACHMENT	0.2	HOURLY	157.41	31.48
MULTI-PROCESSOR ATTACHMENT	0	HOURLY	0.00	0.00
PULVERIZER ATTACHMENT	0	HOURLY	0.00	0.00
MINI EXCAVATOR	0	HOURLY	0.00	0.00
TOTAL EQUIPMENT/RENTALS				31.48
MATERIALS				
				0.00
				0.00
				0.00
				0.00
TOTAL MATERIALS				0.00
TRANSPORTATION & DISPOSALS				
WT ASBESTOS DISPOSAL PER LOAD (CHASTANG LANDFILL)	10	TONS	73.00	730.00
WT ASBESTOS TRANSPORTATION PER LOAD (CHASTANG LANDFILL)	2.5	HOURLY	200.00	500.00
(CREDIT) (BASE BID) WASTE TONNAGE	1.0	TONS	125.00	125.00
(CREDIT) (BASE BID) WASTE TONNAGE	1.0	TONS	0.00	0.00
TOTAL T&D				1,125.00
SUBCONTRACTORS				
				0.00
TOTAL SUBCONTRACTORS				0.00
SUB-TOTAL DIRECT COSTS				1,362.40
ADDITIONAL COSTS				
ADDED P&P BIDDING (BASED ON SUB-TOTAL)	1	PERCENT	23.35	23.35
TOTAL COST:				1,385.75
TOTAL COST W/O&P:				1,540.53
UNIT RATE PER TON:				154.06
ESTIMATED TONNAGE:				2,800
ESTIMATED COST:				\$ 431,368.00

CAPITAL CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: Civic Center New Const & Demo

PROJECT LOCATION: 401 Civic Center Dr., Mobile, AL 36602

DEPARTMENT PROJECT NUMBER: CC-034D-23

CHANGE ORDER #: 1-contingency AMOUNT: \$1,999,412.30 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 5055

CAPITAL ACCOUNT: C0976

VENDOR #: 299223 VENDOR NAME: SABRE DEMOLITION CORPORATION

Prepared by: Rhonda Lewis Date: 11/20/2024

REVIEWED AND APPROVED BY:

Carleen Stout-Clark
11/20/2024 01:39 PM
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Victoria Shoots
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Ricardo Woods
12/04/2024 03:58 PM
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AGENDA NOT REQUIRED

November 12, 2024

Subject: Recommendation for Approval of Change Order 01 to Sabre Demolition Contract 5055.

Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value.

This Change Order 01 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days.

The below Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

SOV Item A1.1 is to install a protective cover system over the mosaic murals prior to the start of demolition around the murals as well as protect the murals during movement.

SOV Item A1.2, A1.3, and A1.4 are to provide temporary climate control in the existing Arena lobby to protect the murals from damage due to temperature and humidity for three months prior to their removal. Due to the overall demolition schedule for the Civic Center, demolition was required to start prior to removal of the murals. To start the demolition all utilities were required to be disconnected from the Civic Center which resulted in the need for temporary climate control in the existing Arena lobby. The temporary climate control costs are invoiced based on the actual rental equipment and fuel cost. Items A1.3 and A1.4 are currently estimated based on the actual cost incurred for Item A1.2.

SOV Item A1.5 is to install temporary power service for the Expo Hall auditorium. When the mosaic murals are removed from the existing Arena they will be moved to the Expo Hall auditorium for restoration, prepared for reinstallation, and stored until they are moved into the new Arena.

SOV Item A1.6 is for hand demolition around the mosaic murals to expose the support structure for the historic preservationist to assess the support structure and design the removal system. This item also includes construction of temporary walls for the temporary climate control in the existing Arena lobby.

SOV Item A1.7 is for the historic preservationist's cost to design and fabricate the mural removal and support system; remove the murals from the structure; and prepare them to be moved to the Expo Hall auditorium.

SOV Item A2.1 is for removal of miscellaneous debris, furniture, and stored surplus materials not removed from the Civic Center by the City during or following the property auctions. At the time of bid the quantity of these materials that would or not would be removed prior to contract award could not be quantified. Bidders were instructed to assume that all of these materials would be removed by the City. This ensured that all bids were comparable.

SOV Item A2.2 is for the removal of ceilings to expose non-friable asbestos containing HVAC ductwork for removal and legal disposal. The original bid documents did not identify the asbestos containing HVAC ductwork. To avoid cross contaminating other demolition debris the Contractor's means and methods had to change from mass demolition with large equipment, to segregating the non-friable asbestos containing material (ACM) by hand and with small equipment. The change in means and methods resulted in additional cost, however, this cost is substantially less than the cost would have been to dispose of all demolition debris as non-friable ACM had it been cross contaminated.

SOV Item A2.3 is for overtime labor premium differential to accelerate the theater demolition. During development of the new Arena design the Geotechnical Engineer determined that a soil surcharge would be required to compress the existing soil underneath the new Arena, in the area where the existing theater is located, to remove the risk of differential settlement under the new Arena floor slabs. The Geotechnical Engineer further determined that the soil surcharge would need to remain in place for a minimum of three months. To allow for three months of forced settlement, without extending the new Arena construction schedule, it is necessary to accelerate the theater demolition. Since the demolition is part of the Contract scope of work the additional cost is only for the ½ time labor premium associated with the overtime hours required to accelerate the demolition.

SOV Item A2.4 is to supply, place, and compact the surcharge soil to the lines and grade indicated in the surcharge grading plan. The cost of this item accounts for the approximate 20,000 cubic yards of soil being supplied by the City from the 1450 Montlimar Drive property. The Contractor will transport the City supplied material to the new Arena property. The surcharge material will become part of the permanent structural fill that would have been placed as part of the new Arena construction contract. The placement of this material is now being performed under the demolition contract to avoid a three month delay to the new Arena construction completion date.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile



CITY OF MOBILE

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



PROJECT NAME: Mobile Civic Center, Theater,
and Expo Hall Demolition

PROJECT ADDRESS: 401 Civic Center Drive

CONTRACTOR: Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

CHANGE ORDER NO.: 01

DATE: November 12, 2024

PROJECT NO.: CC-034D-22

CONTRACT DATE: July 30, 2024

CONTRACT NO.: 5055

THE CONTRACT IS CHANGED AS FOLLOWS: To contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The approved work listed below does not increase the Contract value.

Nine (9) calendar days will be added to the Period of Performance under this Change Order.

SOV LINE ITEM	DESCRIPTION	AMOUNT
A1.1	Mural Protection	\$ 124,792.84
A1.2	Temporary Arena lobby HVAC initial month	\$ 65,043.56
A1.3	Temporary Arena lobby HVAC second month	\$ 65,000.00
A1.4	Temporary Arena lobby HVAC third month	\$ 65,000.00
A1.5	Installation of temp power for mural storage	\$ 49,126.85
A1.6	Expo. Hall Temp. Wall Construction/Separations	\$ 87,331.14
A1.7	Mural removal	\$ 566,777.60
	SUBTOTAL - MURAL REMOVAL ALLOWANCE	\$ 1,023,071.99
A2.1	Debris removal	\$ 109,943.95
A2.2	Non-friable ACM Duct Access/Removal	\$ 86,252.32
A2.3	Theater Demolition acceleration labor OT premium	\$ 26,143.33
A2.4	New Arena surcharge	\$ 754,000.71
	SUBTOTAL - CONTINGENCY ALLOWANCE	\$ 976,340.31
	TOTAL APPROVED ALLOWANCE WORK	\$ 1,999,412.30
	TOTAL CONTRACT ALLOWANCES	\$ 2,000,000.00
	REMAINING ALLOWANCES BALANCE	\$ 587.70

CITY OF MOBILE

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



Original Contract Sum	\$ 4,367,000.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 4,367,000.00
Net Contract change by this change order	\$ 0.00
New Contract Sum including this Change Order	\$ 4,367,000.00

The Contract Substantial Completion date is extended by
Nine (9) calendar days.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GOODWYN MILLS CAWOOD

ARCHITECT:

GEORGE KEITH PARKER

SIGNATURE

GEORGE KEITH PARKER, SR. ARCHITECT

(Printed Name/Title)

PROJ. MANAGER

11.14.24

DATE:

Sabre Demolition Corporation

CONTRACTOR:

Matthew Dixon

SIGNATURE

Matthew Dixon - President

(Printed Name/Title)

11/12/2024

DATE

William S. Stimpson

William S. Stimpson
2024.12.05 09:07:16
-06'00'

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

12/05/2024

DATE

ATTEST:

Lisa Lambert

12/05/2024

CITY CLERK

CUSTOMER: CIT OF MOBILE

DATE : 11-08-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC SITE RECON & RLA PROTECTION

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEM A1.1

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 108,515.52	\$ 108,515.52
TOTAL SUBCONTRACTORS			\$	108,515.52
SUB-TOTAL DIRECT COSTS			\$	108,515.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	108,515.52
GRAND TOTAL W/O&P:			\$	124,792.84

CUSTOMER: CIT OF MOBILE

DATE : 9-6-24

AUTHORIZATION: VOLKERT, INC.

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: LOBBY TEMPORARY HVAC SYSTEM

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV LINE ITEMS A1.2, A1.3, A1.4

REVISION 2



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
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LABOR	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	4.0	REG HRS	\$ 110.23	\$ 440.92
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,431.40

DAILY EXPENSES	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00

EQUIPMENT/RENTALS	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0	\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
TELEHANDLER/LULL/FORKLIFT (RENTAL)	2	1	1132.00	\$ 2,264.00
MANLIFT (RENTAL)	1	1	906.07	\$ 906.07
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				3,170.07

MATERIALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PPE	5	MAN DAY	\$ 30.00	\$ 150.00
POLY	3	Per Roll	\$ 120.00	\$ 360.00
MISCELLANEOUS (DIESEL EXHAUST FLUID, HVAC FILTERS)	1	EA	\$ 434.77	\$ 434.77
				\$ -
				\$ -
TOTAL MATERIALS				944.77

TRANSPORTAION & DISPOSALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -

SUBCONTRACTORS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HVAC EQUIPMENT & GENERATOR MOBE/DEMOBE/RENTAL	22	Work Days	3472	\$ 76,375.20
				\$ -
				\$ -
TOTAL SUBCONTRACTORS				\$ 76,375.20

SUB-TOTAL DIRECT COSTS				\$ 84,971.44
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ADDITIONAL COSTS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 1,699.43
TOTAL FIRST MONTH COST:				\$ 86,670.87
GRAND TOTAL FIRST MONTH COST W/O&P:				\$ 97,202.45
REDUCTION OF FIRST MONTH COSTS:				\$ 8,596.24
RECURRING MONTHLY COST (FOLLOWING FIRST MONTH):				\$ 88,606.21

THIS BACKUP SHEET IS THE ORIGINAL ESTIMATED COST FOR TEMPORARY HVAC. THE ACTUAL COST IS INVOICED BASED ON THE EQUIPMENT RENTAL EACH MONTH PLUS THE DIESEL FUEL FOR THE GENERATOR WHICH IS INVOICED AT MARKET PRICE FOR THE ACTUAL QUANTITY USED THE PREVIOUS MONTH. THE SOV LINE ITEM AMOUNTS DO NOT MATCH THIS BACKUP SHEET DUE TO THE FACT THEY ARE INVOICED BASED ON ACTUAL COST.

THE CHANGE ORDER AMOUNT FOR SOV ITEM A1.2 IS THE ACTUAL COST INVOICED FOR THE FIRST MONTH.

SOV ITEMS A1.3 AND A1.4 ARE ESTIMATED BASED ON THE A1.2 ACTUAL COST.

CUSTOMER: CIT OF MOBILE

DATE : 9-26-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: EXPO HVAC SERVICE (POLE, METER, TRANSFORMER, & BACKBOARD.

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.5

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0		\$ -
CAT 340 EXCAVATOR	0	0		\$ -
CAT 336 EXCAVATOR	0	0		\$ -
CAT 950 LOADER	0	0		\$ -
SKIDSTEER	0	0		\$ -
DUST BOSS	0	0		\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0		\$ -
GRAPPLE ATTACHMENT	0	0		\$ -
SHEAR ATTACHMENT	0	0		\$ -
MULTI-PROCESSOR ATTACHMENT	0	0		\$ -
PULVERIZOR ATTACHMENT	0	0		\$ -
				\$ -
				\$ -
				\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BAGBY & RUSSEL FEED INSTALLATION	1	LS	\$ 42,719.00	\$ 42,719.00
TOTAL SUBCONTRACTORS				\$ 42,719.00
SUB-TOTAL DIRECT COSTS				\$ 42,719.00
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 854.38
TOTAL COST:				\$ 43,573.38
GRAND TOTAL W/O&P:				\$ 49,126.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION BUILDING SEPARATION
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	3.0	REG HRS	\$ 134.31	\$ 402.93
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	23.0			2,591.09
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAY	\$ 494.50	\$ 494.50
40-FOOT BOOM LIFT MOBE AND FEES	1	EA	\$ 325.99	\$ 325.99
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				1,993.49
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,424.58
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 108.49
TOTAL COST:				\$ 5,533.07
GRAND TOTAL W/O&P:				\$ 5,550.58

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: LOBBY SEPARATIONS FOR CURTAIN WALL
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	24.0	REG HRS	\$ 120.51	\$ 2,892.24
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	16.0	REG HRS	\$ 145.88	\$ 2,334.08
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			14,225.04
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	16	MAN DAY	\$ 210.00	\$ 3,360.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				3,360.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0	DAY	\$ 425.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 598.00	\$ 598.00
MINI EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
MINI EXCAVATOR MOBE & FEES	1	EA	\$ 245.01	\$ 245.01
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				3,695.01
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	21,280.05
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 425.60
TOTAL COST:			\$	21,705.65
GRAND TOTAL W/O&P:			\$	21,784.05

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	8.0	REG HRS	\$ 110.23	\$ 881.84
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	40.0			4,363.28
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	5	MAN DAY	\$ 210.00	\$ 1,050.00
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				1,050.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	1	DAILY	\$ 425.50	\$ 425.50
40-FOOT BOOM LIFT	1	DAILY	\$ 494.50	\$ 494.50
MINI EXCAVATOR			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				1,667.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOBBY CURTAIN SUPPLIES 9-07	1	LUMP SUM	\$ 769.33	\$ 769.33
LOBBY CURTAIN SUPPLIES 9-24	1	LUMP SUM	\$ 544.38	\$ 544.38
			\$	\$ -
TOTAL T&D				\$ 1,313.70
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 8,394.48
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 167.89
TOTAL COST:				\$ 8,562.37
GRAND TOTAL W/O&P:				\$ 8,749.04

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	16.0	REG HRS	\$ 100.29	\$ 1,604.64
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	32.0			3,753.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
BLADES AND ROOF SEALER	1	LS	\$ 144.72	\$ 144.72
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				144.72
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	7,222.32
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 144.45
TOTAL COST:				\$ 7,366.77
GRAND TOTAL W/O&P:				\$ 7,370.03

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	24.0	REG HRS	\$ 100.29	\$ 2,406.96
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	36.0	REG HRS	\$ 134.31	\$ 4,835.16
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	24.0	REG HRS	\$ 110.23	\$ 2,645.52
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	84.0			9,887.64
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	10	MAN DAY	\$ 210.00	\$ 2,100.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				2,100.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$ -	\$ -
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$ -	\$ -
MINI-EXCAVATOR	2	DAY	\$ 678.50	\$ 1,357.00
TOTAL EQUIPMENT/RENTALS				2,495.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ROOFING PATCH	1	LS	\$ 35.16	\$ 35.16
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				35.16
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D			\$ -	\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS			\$ -	\$ -
SUB-TOTAL DIRECT COSTS				\$ 14,518.30
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 290.37
TOTAL COST:				\$ 14,808.67
GRAND TOTAL W/O&P:				\$ 14,838.57

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPARATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	32.0	REG HRS	\$ 100.29	\$ 3,209.28
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	4.0	REG HRS	\$ 134.31	\$ 537.24
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	36.0			3,746.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	4	MAN DAY	\$ 210.00	\$ 840.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				840.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	2	DAY	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	2	DAY	\$ 494.50	\$ 989.00
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,484.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 7,070.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 141.41
TOTAL COST:				\$ 7,211.93
GRAND TOTAL W/O&P:				\$ 7,196.52

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: EXPOSITION HALL SEPERATIONS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024



REVISION 0

SOV ITEM A1.6

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	80.0	REG HRS	\$ 100.29	\$ 8,023.20
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	40.0	REG HRS	\$ 134.31	\$ 5,372.40
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	120.0			13,395.60
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	15	MAN DAY	\$ 210.00	\$ 3,150.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				3,150.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	0		\$ -	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT BOOM LIFT MOBE AND FEES	0		\$ -	\$ -
MINI EXCAVATOR	1	WEEK	\$ 1,627.25	\$ 1,627.25
TOTAL EQUIPMENT/RENTALS				4,824.25
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D			\$ -	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS			\$ -	-
SUB-TOTAL DIRECT COSTS				\$ 21,369.85
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 427.40
TOTAL COST:				\$ 21,797.25
GRAND TOTAL W/O&P:				\$ 21,842.35

CUSTOMER: CIT OF MOBILE

DATE : 10-09-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ICC & EHM MOSAIC REMOVAL,
TRANSPORT, AND STAGINGPROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A1.7

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	0.0			-
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	0	0	\$	\$ -
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTAION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ICC COMMONWEALTH	1	LS	\$ 515,252.36	\$ 515,252.36
TOTAL SUBCONTRACTORS			\$	515,252.36
SUB-TOTAL DIRECT COSTS			\$	515,252.36
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (INCLUDED IN ICC)	1	PERCENT	0%	\$ -
TOTAL COST:			\$	515,252.36
GRAND TOTAL W/O&P:			\$	566,777.60

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	175.0	REG HRS	\$ 100.29	\$ 17,550.75
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	28.0	REG HRS	\$ 134.31	\$ 3,760.68
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	61.0	REG HRS	\$ 145.88	\$ 8,898.68
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	40.0	REG HRS	\$ 110.23	\$ 4,409.20
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	304.0			34,619.31
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	31	MAN DAY	\$ 210.00	\$ 6,510.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				6,510.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	4	HOURLY	\$ 481.48	\$ 1,925.93
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	1.5	DAY	\$ 888.89	\$ 1,333.33
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,518.78	\$ 2,518.78
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				5,778.04
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 46,907.35
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 938.15
TOTAL COST:				\$ 47,845.49
GRAND TOTAL W/O&P:				\$ 47,883.85

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-06-2024

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
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LABOR	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	160.0	REG HRS	\$ 100.29	\$ 16,046.40
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	72.0	REG HRS	\$ 134.31	\$ 9,670.32
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	48.0	REG HRS	\$ 145.88	\$ 7,002.24
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	48.0	REG HRS	\$ 110.23	\$ 5,291.04
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	328.0			38,010.00

DAILY EXPENSES	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	33	MAN DAY	\$ 210.00	\$ 6,930.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				6,930.00

EQUIPMENT/RENTALS	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1	WEEKLY	\$ 8,666.67	\$ 8,666.67
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	1	WEEKLY	\$ 2,666.67	\$ 2,666.67
SKIDSTEER (RENTAL UNIT)	1	WEEKLY	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
40-FOOT SCISSOR LIFT	1	DAY	\$ 425.50	\$ 425.50
40-FOOT SCISSOR LIFT MOBE & FEES	1	EA	\$ 246.62	\$ 246.62
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				14,063.95

MATERIALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-

TRANSPORTATION & DISPOSALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	360	CUBIC YARDS	\$ 3.50	\$ 1,260.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	12	LOADS	\$ 187.50	\$ 2,250.00
			\$ -	\$ -
TOTAL T&D				\$ 3,510.00

SUBCONTRACTORS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -

SUB-TOTAL DIRECT COSTS				\$ 62,513.95
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ADDITIONAL COSTS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2+	\$ 1,250.28
TOTAL COST:				\$ 63,764.23
GRAND TOTAL W/O&P:				\$ 64,079.95

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: REMOVAL OF LOOSE DEBRIS
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 09-13-2024



SOV ITEM A2.1

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
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LABOR	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	8.0			1,074.48

DAILY EXPENSES	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				420.00

EQUIPMENT/RENTALS	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	8	HOURLY	\$ 268.52	\$ 2,148.15
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				2,148.15

MATERIALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-

TRANSPORTATION & DISPOSALS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL(30-CY CONTAINERS)	240	CUBIC YARDS	\$ 3.50	\$ 840.00
CONSTRUCTION AND DEMOLITION DEBRIS TRANSPORTATION	8	LOADS	\$ 187.50	\$ 1,500.00
			\$	\$ -
TOTAL T&D				\$ 2,340.00

SUBCONTRACTORS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -

SUB-TOTAL DIRECT COSTS			\$	5,982.63
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ADDITIONAL COSTS	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 119.65
TOTAL COST:				\$ 6,102.28
GRAND TOTAL W/O&P:				\$ 6,396.63

CUSTOMER: CITY OF MOBILE

DATES : WE 08-30-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: CHEMICAL STAGING & INVENTORY

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.1



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	4.0	REG HRS	\$ 145.88	\$ 583.52
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	4.0			583.52
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	0		\$	-
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
TOTAL T&D				-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
TOTAL SUBCONTRACTORS				-
SUB-TOTAL DIRECT COSTS				\$ 583.52
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 11.67
TOTAL COST:				\$ 595.19
GRAND TOTAL W/O&P:				\$ 583.52

CUSTOMER: CITY OF MOBILE

DATES : WE 09-20-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: THEATER STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	44.0	REG HRS	\$ 134.31	\$ 5,909.64
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	12.0	REG HRS	\$ 145.88	\$ 1,750.56
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	80.0			10,226.20
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	11	MAN DAY	\$ 210.00	\$ 2,310.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				2,310.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	1.5	DAILY	\$ 2,888.89	\$ 4,333.33
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
MINI EXCAVATOR	1.5	DAYS	\$ 678.50	\$ 1,017.75
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				7,409.58
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 19,945.78
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 398.92
TOTAL COST:				\$ 20,344.70
GRAND TOTAL W/O&P:				\$ 20,292.28

CUSTOMER: CITY OF MOBILE

DATES : WE 09-25-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	8.0	REG HRS	\$ 100.29	\$ 802.32
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	8.0	REG HRS	\$ 134.31	\$ 1,074.48
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	16.0			1,876.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	2	MAN DAY	\$ 210.00	\$ 420.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				420.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	DAILY	\$ 747.50	\$ 747.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	1	DAYS	\$ 678.50	\$ 678.50
			\$ -	\$ -
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				1,426.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 3,722.80
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 74.46
TOTAL COST:				\$ 3,797.26
GRAND TOTAL W/O&P:				\$ 3,785.80

CUSTOMER: CITY OF MOBILE

DATES : WE 09-29-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SOV ITEM A2.2



SABRE JOB NO.: 2024-05

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	40.0	REG HRS	\$ 100.29	\$ 4,011.60
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	16.0	REG HRS	\$ 134.31	\$ 2,148.96
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	16.0	REG HRS	\$ 110.23	\$ 1,763.68
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	72.0			7,924.24
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	9	MAN DAY	\$ 210.00	\$ 1,890.00
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL DAILY EXPENSES				1,890.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0	DAILY	\$ 2,888.89	\$ -
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	2	DAYS	\$ 747.50	\$ 1,495.00
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
MINI EXCAVATOR	2	DAYS	\$ 678.50	\$ 1,357.00
			\$	-
			\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				2,852.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	12,666.24
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 253.32
TOTAL COST:				\$ 12,919.56
GRAND TOTAL W/O&P:				\$ 12,949.74

CUSTOMER: CITY OF MOBILE

DATES : WE 10-06-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	112.0	REG HRS	\$ 100.29	\$ 11,232.48
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	24.0	REG HRS	\$ 134.31	\$ 3,223.44
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	56.0	REG HRS	\$ 110.23	\$ 6,172.88
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	192.0			20,628.80
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	24	MAN DAY	\$ 210.00	\$ 5,040.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL DAILY EXPENSES				5,040.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$ -	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$ -	\$ -
CAT 340 EXCAVATOR	0		\$ -	\$ -
CAT 336 EXCAVATOR	0		\$ -	\$ -
CAT 950 LOADER	0		\$ -	\$ -
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$ -	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$ -	\$ -
GRAPPLE ATTACHMENT	0		\$ -	\$ -
SHEAR ATTACHMENT	0		\$ -	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$ -	\$ -
PULVERIZOR ATTACHMENT	0		\$ -	\$ -
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT BOOM LIFT	1	WEEK	\$ 1,138.50	\$ 1,138.50
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
			\$ -	\$ -
TOTAL EQUIPMENT/RENTALS				3,795.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$ -	\$ -
			\$ -	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 34,048.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 680.96
TOTAL COST:				\$ 34,728.98
GRAND TOTAL W/O&P:				\$ 35,262.44

CUSTOMER: CITY OF MOBILE

DATES : WE 10-13-2024

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: ARENA STRIPPING, ACM DUCT ACCESS

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.2



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	48.0	REG HRS	\$ 100.29	\$ 4,813.92
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	48.0			4,813.92
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	6	MAN DAY	\$ 210.00	\$ 1,260.00
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL DAILY EXPENSES				1,260.00
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	1	WEEK	\$ 2,058.50	\$ 2,058.50
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
MINI EXCAVATOR	0	DAYS	\$ 678.50	\$ -
40-FOOT SCISSOR LIFT	1	WEEK	\$ 598.00	\$ 598.00
			\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				2,656.50
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	-
			\$	-
			\$	-
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
PITT & SONS TOWING LIFT SKIDSTEER TO UPPER LEVEL	1	EA	\$ 584.22	\$ 584.22
GSC ACM OVERSIGHT	40	HOURS	\$ 100.00	\$ 4,000.00
TOTAL SUBCONTRACTORS				\$ 4,584.22
SUB-TOTAL DIRECT COSTS				\$ 13,314.64
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 266.29
TOTAL COST:				\$ 13,580.93
GRAND TOTAL W/O&P:				\$ 13,962.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 9-29-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	7.0	PRORATE OT HRS	\$ 51.26	\$ 358.82
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	21.0	PRORATE OT HRS	\$ 67.70	\$ 1,421.70
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	7.0	PRORATE OT HRS	\$ 41.88	\$ 293.16
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	35.0			2,073.68
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	2,073.68
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 41.47
TOTAL COST:				\$ 2,115.15
GRAND TOTAL W/O&P:				\$ 2,119.30

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-06-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	10.0	PRORATE OT HRS	\$ 51.26	\$ 512.60
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	65.0	PRORATE OT HRS	\$ 67.70	\$ 4,400.50
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	20.0	PRORATE OT HRS	\$ 41.88	\$ 837.60
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	5.0	OT HRS	\$ 29.91	\$ 149.55
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	100.0			5,900.25
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,900.25
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 118.01
TOTAL COST:				\$ 6,018.26
GRAND TOTAL W/O&P:				\$ 6,030.06

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-13-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	10.0	PRORATE OT HRS	\$ 32.04	\$ 320.40
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	24.0	PRORATE OT HRS	\$ 51.26	\$ 1,230.24
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	48.0	PRORATE OT HRS	\$ 67.70	\$ 3,249.60
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	19.0	PRORATE OT HRS	\$ 41.88	\$ 795.72
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	15.0	PRORATE OT HRS	\$ 29.91	\$ 448.65
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	116.0			6,044.61
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	-
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	-
CAT 340 EXCAVATOR	0		\$	-
CAT 336 EXCAVATOR	0		\$	-
CAT 950 LOADER	0		\$	-
SKIDSTEER (RENTAL UNIT)	0		\$	-
DUST BOSS	0		\$	-
HYDRAULIC HAMMER ATTACHMENT	0		\$	-
GRAPPLE ATTACHMENT	0		\$	-
SHEAR ATTACHMENT	0		\$	-
MULTI-PROCESSOR ATTACHMENT	0		\$	-
PULVERIZOR ATTACHMENT	0		\$	-
40-FOOT SCISSOR LIFT	0		\$	-
40-FOOT BOOM LIFT	0		\$	-
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	-
			\$	-
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
				\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 6,044.61
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 120.89
TOTAL COST:				\$ 6,165.50
GRAND TOTAL W/O&P:				\$ 6,177.59

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-20-2024



SOV ITEM A2.3

REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	16.0	PRORATE OT HRS	\$ 51.26	\$ 820.16
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	54.0	PRORATE OT HRS	\$ 67.70	\$ 3,655.80
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	24.0	PRORATE OT HRS	\$ 41.88	\$ 1,005.12
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	12.0	PRORATE OT HRS	\$ 29.91	\$ 358.92
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	106.0			5,840.00
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL T&D			\$	-
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS			\$	-
SUB-TOTAL DIRECT COSTS			\$	5,840.00
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 116.80
TOTAL COST:				\$ 5,956.80
GRAND TOTAL W/O&P:				\$ 5,968.48

CUSTOMER: CITY OF MOBILE
AUTHORIZATION: VOLKERT
PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.
PROPOSED ACTION: SURCHARGE DEMOLITION OT PORTION ONLY
PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE, AL
SABRE JOB NO.: 2024-05

DATES : WE 10-25-2024

SOV ITEM A2.3



REVISION 0

DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	15.0	PRORATE OT HRS	\$ 51.26	\$ 768.90
OPERATOR (ON-SITE)	0.0	REG HRS	\$ 134.31	\$ -
	63.0	PRORATE OT HRS	\$ 67.70	\$ 4,265.10
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 145.88	\$ -
	15.0	PRORATE OT HRS	\$ 41.88	\$ 628.20
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	2.0	PRORATE OT HRS	\$ 29.91	\$ 59.82
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	95.0			5,722.02
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	0	MAN DAY	\$ 210.00	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				-
EQUIPMENT/RENTALS				
	UNIT QTY.	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0		\$	\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0		\$	\$ -
CAT 340 EXCAVATOR	0		\$	\$ -
CAT 336 EXCAVATOR	0		\$	\$ -
CAT 950 LOADER	0		\$	\$ -
SKIDSTEER (RENTAL UNIT)	0		\$	\$ -
DUST BOSS	0		\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0		\$	\$ -
GRAPPLE ATTACHMENT	0		\$	\$ -
SHEAR ATTACHMENT	0		\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0		\$	\$ -
PULVERIZOR ATTACHMENT	0		\$	\$ -
40-FOOT SCISSOR LIFT	0		\$	\$ -
40-FOOT BOOM LIFT	0		\$	\$ -
40-FOOT BOOM LIFT MOBE AND FEES	0		\$	\$ -
TOTAL EQUIPMENT/RENTALS				-
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				-
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
			\$	\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
			\$	\$ -
TOTAL SUBCONTRACTORS				\$ -
SUB-TOTAL DIRECT COSTS				\$ 5,722.02
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 114.44
TOTAL COST:				\$ 5,836.46
GRAND TOTAL W/O&P:				\$ 5,847.90

CUSTOMER: CIT OF MOBILE

DATE : 9-10-24

AUTHORIZATION: VOLKERT

PROJECT NAME: MOBILE CIVIC CENTER, THEATER, EXPO.

PROPOSED ACTION: SURCHARGE GRADING EFFORT

PROJECT LOCATION: 401 CIVIC CENTER DRIVE, MOBILE,
AL

SABRE JOB NO.: 2024-05

SOV ITEM A2.4

REVISION 0



DESCRIPTION	TOTAL UNITS	UNIT TYPE	RATE PER UNIT	TOTAL COST
LABOR				
	HOURS	WAGE SCALE	COMPENSATION RATE	TOTAL
HEALTH & SAFETY (ON-SITE)	0.0	REG HRS	\$ 112.20	\$ -
	0.0	OT HRS	\$ 141.71	\$ -
SUPERVISOR (ON-SITE)	0.0	REG HRS	\$ 120.51	\$ -
	0.0	OT HRS	\$ 152.55	\$ -
LABORER (ON-SITE)	0.0	REG HRS	\$ 100.29	\$ -
	0.0	OT HRS	\$ 151.55	\$ -
OPERATOR (ON-SITE)	176.0	REG HRS	\$ 134.31	\$ 23,638.56
	0.0	OT HRS	\$ 202.01	\$ -
SR. PROJECT MANAGER (ON-SITE/OFF-SITE)	100.0	REG HRS	\$ 145.88	\$ 14,588.00
	0.0	OT HRS	\$ 187.76	\$ -
PROJECT MANAGER (ON-SITE/OFF-SITE)	0.0	REG HRS	\$ 118.14	\$ -
	0.0	OT HRS	\$ 149.84	\$ -
FOREMAN	0.0	REG HRS	\$ 110.23	\$ -
	0.0	OT HRS	\$ 140.14	\$ -
BURNER/RIGGER (ON-SITE)	0.0	REG HRS	\$ 108.44	\$ -
	0.0	OT HRS	\$ 162.82	\$ -
TOTAL LABOR	276.0			38,226.56
DAILY EXPENSES				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
MAN-DAY PERDIEM	34.5	MAN DAY	\$ 210.00	\$ 7,245.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL DAILY EXPENSES				7,245.00
EQUIPMENT/RENTALS				
	QUANTITY	UNIT	RATE PER UNIT	TOTAL
CAT 374 EXCAVATOR	0	0		\$ -
CAT 340/352 HIGH REACH EXCAVATOR	0	0	\$	\$ -
CAT 340 EXCAVATOR	0	0	\$	\$ -
CAT 336 EXCAVATOR	0	0	\$	\$ -
CAT 950 LOADER	1	1	\$ 8,000.00	\$ 8,000.00
SKIDSTEER	0	0	\$	\$ -
DUST BOSS	0	0	\$	\$ -
HYDRAULIC HAMMER ATTACHMENT	0	0	\$	\$ -
GRAPPLE ATTACHMENT	0	0	\$	\$ -
SHEAR ATTACHMENT	0	0	\$	\$ -
MULTI-PROCESSOR ATTACHMENT	0	0	\$	\$ -
PULVERIZOR ATTACHMENT	0	0	\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL EQUIPMENT/RENTALS				8,000.00
MATERIALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
LOADER FUEL	880	Gal	\$ 3.95	\$ 3,476.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
TOTAL MATERIALS				3,476.00
TRANSPORTATION & DISPOSALS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
NONE				\$ -
				\$ -
				\$ -
TOTAL T&D				\$ -
SUBCONTRACTORS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
HUGHES COMPANIES, INC. (IMPORT TRANS. & PLACEMENT)	1	LS	\$ 654,300	\$ 654,300.00
TOTAL SUBCONTRACTORS				\$ 654,300.00
SUB-TOTAL DIRECT COSTS				\$ 711,247.56
ADDITIONAL COSTS				
	UNITS	UNIT TYPE	RATE PER UNIT	TOTAL
ADDED P&P BONDING (BASED ON SUB-TOTAL)	1	PERCENT	2%	\$ 14,224.95
TOTAL COST:				\$ 725,472.51
GRAND TOTAL 3RD PARTY MATERIAL W/O&P:				\$ 811,000.71
CREDIT FOR USE OF CITY STOCKPILE:				\$ (57,000.00)
GRAND TOTAL CITY STOCKPILE:				\$ 754,000.71

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Real Estate DEPT. 3038

DATE OF REQUEST: 11/14/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Sabre Demolition Corporation

DISTRICT#: 2

DEPT. PROJECT#: CC-034D-22

REQUEST: Please Select option. \$ _____ from Capital Project#/Title:

C0976 - Civic Center New Const & Demo

to contract# 5055.

Total amount of Change Order: \$ 1,999,412.30

Current contract amount: \$ 4,367,000.00

Revised contract amount: \$ 4,367,000.00

Comments: Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.

Rhonda Lewis
Employee signature

Carleen Stolt Clark
Approval signature



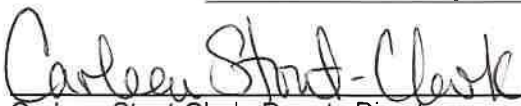
JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: Civic Center New Const & Demo
PROJECT LOCATION: 401 Civic Center Dr., Mobile AL 36602
PROJECT #: CC-034D-22
CAPITAL PROJECT #: C0976
EXPENDITURE #: 20002000-48010
CONTRACT #: 5055
VENDOR # AND NAME: 299223 – SABRE DEMOLITION CORPORATION

The attached Change Order Number One (1) to contract with SABRE DEMOLITION CORPORATION dated **July 30, 2024**, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letter and change order/PCOs.
- ☐ 6. Other:

REMARKS: Volkert recommends approval of the attached Change Order 01 to Sabre Demolition Contract 5505. This change order is to contractually document approved work to be invoiced against the Contract Mural Removal and Contingency Allowances. The cost of \$1,999,412.30 as detailed in Change Order 01 does not exceed the Contract Mural Removal and Contingency Allowances of \$2,000,000.00. This Change order will not require an increase in the Contract value. This Change Order #1 will add nine (9) calendar days to the Period of Performance and extend the Substantial Completion Date by the same nine (9) calendar days. The attached Schedule of Value (SOV) items A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A2.1, A2.2, A2.3, and A2.4 have been reviewed and determined to be fair and reasonable by the Architect and Program Manager.


Carleen Stout-Clark, Deputy Director
Real Estate Asset Management


Nick Amberger (Nov 21, 2024 07:04 CST)

11/21/2024

Nick Amberger, Executive Director, Engineering and Infrastructure



AIA® Document A101® – 2017

ORIGINAL

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

AGREEMENT made as of the 30th day of July 2024

in the year 2024

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

City of Mobile Business License Number: Pending Issuance
Secretary of State Registration Number: 47160

for the following Project:

(Name, location and detailed description)

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034D-22

The Architect:

(Name, legal status, address and other information)

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

Init.

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User Notes:

(1785615461)

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, INSURANCE AND BONDS

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. 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:

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 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:

[X] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 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 00/100 Dollars (\$ 0.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$2,367,000.00
Mural Removal Allowance:	\$1,000,000.00
Contingency Allowance:	\$1,000,000.00
Alternates	\$0.00
Total Bid:	\$4,367,000.00

§ 4.2 Alternates

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

Item	Price
NONE	\$0.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

(Row deleted)

Mural Removal Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)
Contingency Allowance:	One Million and 00/100 Dollars (\$1,000,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. 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.
- E. Allowances are subject to the same provision of AIA 201 Article 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.)

(Table deleted)

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NO.	ITEM NAME	UNIT	UNIT PRICE
1	Mass Earth Excavation	CY	\$ 10.00
2	Trench Earth Excavation	CY	\$ 15.00
3	Hand Earth Excavation	CY	\$ 250.00
4	Topsoil	CY	\$ 45.00
5	General or Open Site Areas	CY	\$ 50.00
6	Trench Backfill	CY	\$ 42.00
7	Select Fill	CY	\$ 42.00
8	Sod	SY	\$ 2.75
9	Fine Grading	SY	\$ 1.20
10	Grading – Cut and Export	CY	\$ 25.00
11	Excavation and Disposal of Unsuitable Soils	CY	\$ 25.00
12	Seeding and Mulching	SY	\$ 1.50
13	Silt Fencing	LF	\$ 5.50
14	Temporary Construction Fencing	LF	\$ 12.50

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

One

A time charge equal to ~~Two~~ Thousand and 00/100 Dollars (\$1,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, 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.

Initial Change: 

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, 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 in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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User Notes:

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§ 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, General Conditions of the Contract for Construction (including Owner's then-current modifications), 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 insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 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 Architect 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 Architect 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:

(Paragraph deleted)

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. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 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

Init.

- .1 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
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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) has completed the contract for All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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.

(Paragraphs deleted)

§ 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:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Matt Dixon, President, Sabre Demolition Corporation
115 Railroad Street
Warners, NY 13164

§ 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 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Init.

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of 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.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee
C.	Bodily Injury by Disease	\$1,000,000 each policy
- .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:

A.	Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:

A.	All liability of the Contractor, for the Contractor's Direct Operations.
B.	Subcontractor's Operations.
C.	Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D.	General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
E.	Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F.	Broad Form Property damage Coverage, including Completed Operations.
G.	Personal Injury Liability, with employee's exclusions removed.
H.	Explosion and Collapse Hazard:

Init.

Included or	X Not Applicable.
I. Underground Hazard:	
Included or	X Not Applicable.

- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each
occurrence for bodily injury and/or property damage
- .7 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .8 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.
- .9 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.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 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

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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, 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.

- .3 Drawings

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .4 Specifications

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

- .5 Addenda, if any:

Number	Date
1	June 10, 2024
2	June 24, 2024
3	June 27, 2024
4	July 8, 2024

(Paragraphs deleted)

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.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Project Manual for Mobile Civic Center, Theater, and Expo Hall Demolition dated May 30, 2024 and Addendums 1 through 4.

§ 9.2.2 Best Management Practices (BMPs):

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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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water 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.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract: Sabre Demolition Corporation

Contractor: Sabre Demolition Corporation

W. Stimpson
OWNER (Signature)

Matt Dixon
CONTRACTOR (By Signature)

William S. Stimpson, Mayor

Matt Dixon

(President)

(Rows deleted)

(Printed name and title)

(Printed name and title)

ATTEST:

Lana Payenbach

ASSISTANT City Clerk



STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared

Matt Dixon as President of Sabre Demolition Corporation, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 18th day of July, 20 24.

Michelle M. Hodgson

NOTARY PUBLIC

My Commission Expires: 03/29/2026

MICHELE M. HODGSON
NOTARY PUBLIC - STATE OF NEW YORK
No. 01HO6219480
Qualified in Cayuga County
My Commission Expires 03-29-20 26

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Civic Center, Theater, and Expo Hall Demolition
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

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

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(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

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

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

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Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

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construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

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construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C. A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor

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deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 PARAGRAPH NOT APPLICABLE TO DEMOLITION AND ABATEMENT CONTRACTS.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless

Init.

otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5391

CAPITAL CONTRACT SUMMARY SHEET(2 COPIES REQUIRED)

PROJECT NAME: Special Events Office (311 Call Center) - Re-roofing

CAPITAL PROJECT #: C0892 (20002000-48010)

CONTRACT AMOUNT: \$95,343.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-014-25

PROJECT DESCRIPTION: Replacing the roof at the Special Events Office (311 Call Center) at 2900 Dauphin Street

VENDOR NAME: Amerson Roofing, Inc.

VENDOR NUMBER: 284568

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 05/28/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Cory Penn, Councilmember

Purpose and Scope of Project:

Replacing the roof at the Special Events Office (311 Call Center) at 2900 Dauphin Street

Amount of Contract:

\$95,343.00

Funding Source

C0892 2900 DAUPHIN ST RENO & MISC REPAIRS (20002000-48010)

ATTACHMENTS:

1. MX-014-25_Amerson_ContractPack

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

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

Name of Company: Amerson Roofing, Inc.

Project Name: Special Events Office (311 Call Center) - Re-roofing

Project Number: MX-014-25

Amount: \$95,343.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Special Events Office (311 Call Center) - Re-roofing

CAPITAL PROJECT #: C0892 (20002000-48010)

CONTRACT AMOUNT: \$95,343.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-014-25

PROJECT DESCRIPTION: Replacing the roof at the Special Events Office (311 Call Center) at 2900 Dauphin Street

VENDOR NAME: Amerson Roofing, Inc.

VENDOR NUMBER: 284568

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 05/28/2025

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 day of in the year
(In words, indicate day, month and year.)

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

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

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

Amerson Roofing, Inc.
2125 Cary St.
Flomaton Alabama, 36441
City of Mobile Business License Number: 101393
Secretary of State Registration Number: 000-135-693

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

Special Events Office (311 Call Center) – Re-roofing
2900 Dauphin Street, Mobile, AL 36606
MX-014-25
Scope: Replacing the roof of the Special Events
Office (311 Call Center)
The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

RAM – Roof Asset Management, Inc.
4950 Woodfield Drive
Millbrook, AL 36054

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

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User Notes:

(1967276623)

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, INSURANCE AND BONDS

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. 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.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 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.)

☒ [X] Not later than Seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.

(Table deleted)

(Paragraph deleted)

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 Ninty-Five Thousand Three Hundred Forty-Three and 00/100 (\$ 95,343.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$85,343.00

Contingency Allowance: \$10,000.00

Total Bid: \$95,343.00

Alternate: N/A

Total Contract Sum: \$95,343.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$ 10,000.00)

(Table deleted)

- A. Contingency Allowance shall cover the cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. 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.
- E. Allowances are subject to the same provision of AIA 201 Article 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 (\$0.00)
Unit Price #1: Deteriorated Wood Blocking	BF	\$2.00
Unit Price #2: Wood Fascia	BF	\$2.00
Unit Price #3: Plywood Soffit	SF	\$2.50

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date 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.

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, 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 in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 Architect may require. This accepted 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, General Conditions of the Contract for Construction (including Owner's then current Modifications), 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 insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 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 Architect 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 Architect 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:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 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

- .1 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
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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User Notes:

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notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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 Amerson Roofing, Inc. has completed the contract for MX-014-25, Special Events Office (311 Call Center) – Re-roofing All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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.

(Paragraphs deleted)

§ 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

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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:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Maurice Square, President
2125 Cary St.
Flomaton Alabama, 36441
sandra@amersonroofing.com
251-280-4012

§ 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 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage.
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of 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,
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |

.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:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and
Property Damage | \$1,000,000 combined single limit |
| D. | Damage to Rented Premises | \$1,000,000 each occurrence |

.4 Such comprehensive policy shall include the following:

- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property Damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |

.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 Owner, 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.
- A. 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 as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. 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.
 - D. 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.
 - E. 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.

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

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that

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Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum five (5) 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

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

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.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
A01	New Roof Plan & Details (Page 1 of 1)	March 12, 2025

- .4 Specifications

Section	Title	Date
Section 01010	Summary of Work	March 12, 2025
Section 01210	Allowances	March 12, 2025
Section 01220	Unit Prices	March 12, 2025
Section 01310	Project Management & Co-ordination	March 12, 2025
Section 01320	Construction Progress Documentation	March 12, 2025
Section 01330	Submittal Procedures	March 12, 2025
Section 01635	Substitution Procedures	March 12, 2025
Section 01700	Execution Requirements	March 12, 2025
Section 01710	Close out Procedures	March 12, 2025
Section 01731	Cutting and Patching	March 12, 2025
Section 017839	Project Record Documents	March 12, 2025
Section 06100	Rough Carpentry	March 12, 2025
Section 07310	Composition Asphalt Shingle Roofing & Scope of Work	March 12, 2025
Section 075419	Polyvinyl-Chlorid (PVC) Roofing & Scope of Work	March 12, 2025
Section 07620	Flashing and Sheet Metal	March 12, 2025
Section 079200	Joint Sealants	March 12, 2025
Section 09900	Painting	March 12, 2025

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.5 Addenda, if any:

Number	Date
Addendum 1	March 17, 2025
Addendum 2	April 8, 2025
Addendum 3	April 11, 2025
Addendum 4	April 17, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	Application and Certificate for Payment
	AIA Document G702 and
	AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion
	AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens
	AIA Document G706A
	Consent of Surety to Final Payment
	AIA Document G707
	E-Verify Documentation (Sample)
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form

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- § 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.

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

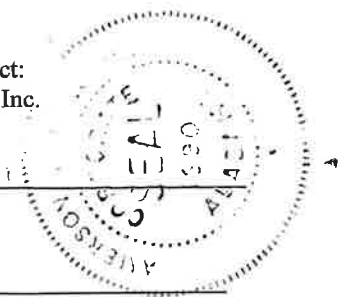
Legal Name of Party to Contract:
Contractor: Amerson Roofing, Inc.

OWNER (Signature)

Mma Sp
CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Maurice Square, President
(Printed name and title)



ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Escambia

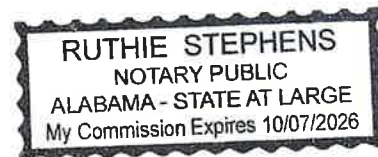
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Maurice Square as President of Amerson Roofing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act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

Sworn to and subscribed for me this 8th day of May, 20 25.

Ruthie Stephens

NOTARY PUBLIC

My Commission Expires: 10/07/2026



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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
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13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.4 Labor and Materials

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

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

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

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

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Architect, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Conditions on the Bid Form.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, **within ten (10) business days** after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. **Submittals which are not marked as reviewed for compliance with the Contract**

Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary, they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the Contractor requires for his/her own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity **which** would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative (1) during construction, (2) until all conditions necessary for the final completion and payment have been fulfilled, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The apparent low bidder, with (3) days after bids are opened shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. **The total of all Change Orders on each contract shall not exceed (10%) of the contract price for each project and shall be subject to at least one of the following criteria:**

1. **Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.**
2. **Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.**
3. **Emergencies arising during the course of the Work of the Contract.**
4. **Changes or Alterations provided for the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.**
5. **Changes or relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid, which are in the public interest.**

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 **There shall be attached to each Change Order, a signed statement from the Architect containing the following:**
 - A. **A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.**
 - B. **A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.**
 - C. **A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.**

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an **allowance of (10%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and (15%) mark-up on General Contractor's direct (actual cost of Labor & Materials).** In such case, and also under Section 7.3.3.3, the Contractor

shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, **actually incorporated or consumed in the work;**
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented **by** the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

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§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. **No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.**
2. **The Work shall be commenced with ten (10) days of the date of written Notice to Proceed.**

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.4 Liquidated Damages

§ 8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges. Therefore, a time charge equal to (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeout documents are not acceptable submitted for more than (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 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. **Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.**

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect **on the first of each month for Work performed through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted** schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage **and documents as follows:**

1. **Until the final payment is made, the Owner shall pay ninety-seven and on half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s).**

§ 9.3.1.2 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s).**

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the **Architect**, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time **may** be extended appropriately and the Contract Sum **may** be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work .

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, **(5) Contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, (7) written warranty on Contractor's letterhead covering materials and labor for one-year, and (8) the advertisement of completion.** The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for three (3) consecutive weeks, as required in Title 30, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall **comply with all Federal, State, and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest version.**

Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 **The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.**

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss () to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, **except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.**

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible **for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.**

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner **may** reimburse the Contractor for all **reasonable** cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency **may** be determined **only** as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 13.4.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2017 as amended by the Owner and is available to Contractor on request.

§ 13.4.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work **executed**.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time **may** be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason **termination**.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant **acting with due diligence, reasonably should have first recognized** the condition giving rise to the Claim, whichever is later. **Claims must be initiated by written notice to the Architect and the other party.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work **giving rise to such claim**, that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The **Architect** will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the **Architect reasonably concludes that**, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties .

(Paragraphs deleted)

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall **not** be subject to mediation as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Summary of Work:
Base Bid: The project shall include the replacement of the existing steep and low sloped roof systems and associated flashing components throughout the Special Events Office per the project documents, existing conditions and manufacturer requirements.
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.

- C. Schedule of Alternates: Listed on bid form, as applicable.

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.

- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of Ten Thousand and xx/100 Dollars (\$10,000.00).

END OF SECTION

SECTION 1220

UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Measurement.
 - 2. Payment.

1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

PART 2 PRODUCTS Not used

PART 3 EXECUTION

3.1 UNIT PRICE SCHEDULE

- A. The contractor shall replace existing deteriorated wood blocking materials with new wood blocking, per the specifications.
 - 1. Unit of measure: Per board foot.
- B. The contractor shall replace existing deteriorated wood fascia materials with new wood fascia, per the specifications.
 - 1. Unit of measure: Per board foot.
- C. The contractor shall replace existing deteriorated plywood soffit materials with new plywood soffit, per the specifications.
 - 1. Unit of measure: Per square foot.
- D. Basis of payment:
 - a. Contract Sum to be based on quantities material provided and installed.
 - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.
- B. Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project

including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.

- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Field condition reports.
 - 4. Special reports.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
 - 1. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. Field Condition Reports: Submit at time of discovery of differing conditions.
- E. Special Reports: Submit at time of unusual event.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Show the following:
1. Activity Duration
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.

2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed .

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and commissioning.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
- B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- C. Initial Issue of Schedule: Identify critical activities. Prepare tabulated reports showing the following:
 - 1. Contractor or subcontractor and the Work or activity.
 - 2. Description of activity.
 - 3. Principal events of activity.
 - 4. Immediate preceding and succeeding activities.
 - 5. Early and late start dates.
 - 6. Early and late finish dates.
 - 7. Activity duration in workdays.
- D. Schedule Updating: Submit at each weekly coordination meeting.

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

Note: The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Submittal Schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples

1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Product or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
 - 1. Submittal was reviewed.
 - 2. Products, field dimensions, and adjacent construction have been verified.
 - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery

time to and from Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of completed Work.

- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
 - 1. Submittals for Review
 - 2. Closeout Submittals.
- B. Include for each submittal:
 - 1. Specification section number.
 - 2. Description of submittal.
 - 3. Type of submittal.
 - 4. Anticipated submittal date.
- C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

1.5 SHOP DRAWINGS

- A. Present information in a clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this

Project.

- C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

SECTION 01635 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Divisions 2 through 16 Sections for specific requirements and limitations for substitutions and pre-bid approvals.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner

and separate contractors that will be necessary to accommodate proposed substitution.

- c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - d. 6"x12" Samples of each finish material in proposed pattern and color.
 - e. Certificates and qualification data.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Cost information, including a proposal of change, if any, in the Contract Sum (not applicable for pre-bid Submittals).
 - h. Impact of substitution on construction schedule.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Project Manager's Action: If necessary, Project Manager will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Project Manager will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Project Manager Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Project Manager does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Environmental concerns.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections:
 - 1. Division 1 Sections "Summary of the Work", "Project Record Documents", or "Closeout Procedures", if included in Project Manual, for submitting closeout documents and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.

4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted. Prior approval of Utility outages is required. Notify Owner of intent at least 72 hours in advance for outages less than 1 hour in duration and two (2) months in advance for outages over 1 hour in duration.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 1 Section "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches, but in no case shall the new piping be lower than the existing piping.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous, and meet environmental requirements.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.

- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 1 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean completed construction as frequently as necessary through the remainder of the construction period.

3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in other Division 2 -16 Sections."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in other Division 2-16 Sections.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

- E. Re-grade and sod any disturbed grass areas.

3.9 ENVIRONMENTAL CONCERNS

1. Provide protection and conduct construction in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

3.10 STORMWATER CONTROL AND DISCHARGE

1. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
2. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
3. Obtain any necessary permits that may be required due to discharges.

END OF SECTION 01700

SECTION 017700- CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
 5. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.

- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
- p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
- q. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 01731 CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Provide temporary support of work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
 - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION 01731

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDFs of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect and Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturers' written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Completed Test Reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.
- B. Work Included: All wood, nails, bolts, screws, framing anchors and other rough hardware, and all other items needed for rough and finished carpentry in this work but not specifically described in other sections of these specifications.
- C. Quality Assurance: In addition to complying with all pertinent codes and regulations, all materials of this section shall comply with pertinent provisions of:
 - 1. Southern Pine Southern Pine Inspection Bureau Plywood 'Softwood Plywood - Construction and Industrial' (Amended June 1969), Product Standard PD 1-66 of U.S. Department of Commerce, Bureau of Standards, and A.P.A.
 - 2. Rough Hardware "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings of the American Institute of Steel Construction"
 - 3. Building Paper Federal Specification UU-B-790a, dated February 5, 1968
 - 4. Wood Preservative Standard P-5 of the American Wood Preservers Institute
 - 5. Other Similar and pertinent reference standards for the products needed.
- D. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the provisions of the more stringent shall govern.
- E. Qualifications of Workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- F. Rejection: In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of workmen.

1.2 PRODUCT HANDLING

- A. Protection: Store all materials in such a manner as to ensure proper ventilation and drainage and to protect against damage and the weather.
 - 1. Use all means necessary to protect lumber materials before, during and after delivery to the job site, and to protect the installed work and materials of all other trades.
 - 2. Deliver the materials to the job site and store all in a safe area, out of the way of traffic, and shored up off the ground surface.
 - 3. Protect all metal products with adequate weather-proof outer wrappings.
 - 4. Use extreme care in the off-loading of lumber to prevent damage, splitting and

breaking of materials.

5. Keep all material clearly identified with all grade marks legible; keep all damaged material clearly identified as damaged and separately stored to prevent its inadvertent use.
 6. Do not allow installation of damaged or otherwise non-complying material.
 7. Use all means necessary to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - MATERIALS

2.1 MATERIALS - GENERAL

- A. Grade Stamps:
- B. Framing Lumber: Identify all framing lumber by proper grade stamp.
- C. Plywood: Identify all plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- D. Other: Identify all other materials of this section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.
- E. Moisture Content: Moisture content of any material for framing not to exceed 19% for boards 8" in width or less. Boards exceeding 8" in width not to exceed 15% at time of installation. All material used for finish and trim work to be kiln dried material with moisture content not to exceed that allowed by FHA for intended use.

2.2 MATERIALS - WOOD

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Wood Blocking, Furring, & Framing
 - a. Pressure treated #2 KD Southern Yellow Pine
 - b. Size: 1.5" thickness minimum (Cut widths & lengths to fit existing or new conditions)
 2. Wood Fascia
 - a. Pressure treated Southern Yellow Pine
 - b. Size: 1" thickness minimum (Cut widths & lengths to fit existing or new conditions)
 - c. Finish: Paint to match existing exterior finishes or as directed by the owner.
 3. Plywood Sheathing

- a. CDX Grade with exterior glue
 - b. Size: 4' X 8' (Cut to fit existing or new conditions)
 - c. Thickness: Match existing (1/2", 5/8", 3/4")
 - d. Finish: Paint to match existing exterior finishes or as directed by the owner.
4. Wood Preservative
 - a. Ammonical copper arsenite or 5% solution of pentachlorophenol

2.3 MATERIALS - MISCELLANEOUS

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
 1. Steel Hardware
 - a. ASTM A-7 or A-36
 2. Machine Bolts
 - a. ASTM A-307
 3. Lag Bolts
 - a. Federal Specifications FF-B-561
 4. Nails
 - a. Common (Except as noted) Federal Specifications FF-N-1-1 (Use galvanized at exterior locations)
 5. Flashing
 - a. Nervastral Seal Prof HD-20 except where metal is indicated. Nervastral Seal Prof HD shall be installed on all sills and heads 1/2" inward from outside face of wall and extended 6" on each side of opening brick veneer construction. The sheeting shall not be allowed to hang free prior to completion of brick work but shall be secured to the siding with nails and discs or furring strips.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Stockpiling: Stockpile all materials sufficiently in advance of need to ensure their availability in a timely manner for this work.
- B. Delivery Schedules: Make as many trips to the job site as are necessary to deliver all materials of this section in a timely manner to ensure orderly progress of the total work.
- C. Compliance: Do not permit materials not complying with the provisions of this section of these specifications to be brought onto or to be stored at the job site; immediately

remove from the job site all non-complying materials and replace them with materials meeting the requirements of this section.

- D. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 1. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent codes and regulations.
- E. Discrepancies: In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- F. Workmanship: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the drawings and with all pertinent codes and regulations.
- G. Selection of Lumber Pieces: Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
 - 1. Cut out and discard all defects which render a piece unable to serve its intended functions; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- H. Shimming: Do not shim sills, joists, short studs, trimmers, headers, lintels, or other framing components.
- I. Treated Lumber: Use only treated lumber for all wood blocks and nailing grounds, etc. (other than foundation grade redwood) in, or in contact with, concrete.
- J. Treatment: Treat all wood less than two feet above finished grade by spraying with the preservative specified in this section of these specifications, to a minimum distance of six inches from the ends or otherwise treat as approved in advance by the Architect. Perform all treatment in strict accordance with published recommendations of the manufacturer of the treatment preservative.
- K. General Framing: In addition to all framing operations normal to the fabrication and erection indicated on the drawings, install all backing required for the work of other trades. Set all horizontal or sloped members with crown up. Do not notch, bore, or cut members for pipes ducts conduits, or other reasons except as shown on the drawings or as specifically approved in advance by the Architect.
- L. Bearing: Make all bearings full unless otherwise indicated on the drawings. Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch the ends as required to give uniform bearing surface.
- M. Blocking: Install all blocking required to support all items of finish and to cut off all concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
 - 1. All other locations where openings could afford passage for rodents or flames.
 - 2. Fire-block in the following specific locations:

- a. In all stud walls at ceiling and floor levels.
 - b. In all stud walls, including furred spaces, so that the maximum dimension of each concealed space is not more than eight feet.
 - c. All other locations where openings could afford passage for rodents or flames.
- N. Corners and intersections: Unless otherwise indicated on the drawings, frame all corners and intersections with three or more studs and all required bearing for wall finish.
- O. Alignment: On all framing members to receive a finished wall or ceiling, align the finish subsurface to vary not more than 1/8 inch from the plane of surfaces of adjacent framing and furring members.
- P. Nailing: Use only common wire nails or spikes except where otherwise specifically noted in the drawings.
- 1. Provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike provided, however, that 16 d nails may be used to connect two pieces of the two inch (nominal) thickness.
 - 2. Do all nailing without splitting wood, pre-boring as required; replace all split members.
- Q. Bolting: Drill holes 1/16 inch larger in diameter than the bolts being used; drill straight and true from one side only. Bolt threads must not bear on wood; use washers under head and nut where both bear on wood; use washers under all nuts.
- R. Screws: For lag screws and wood screws, pre-bore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank.
- 1. Screw all lag screws and wood screws. Do NOT Drive screws.
- S. Installation of Building Paper: Install the specified building paper over all exterior framing members where indicated to be installed, lapping all joints to prevent penetration of water into the stud spaces, and securely fastening the paper in place in accordance with the manufacturer's published recommendations.
- T. Cleaning Up: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends, and debris.
- U. NOTE: All new wood blocking and existing wood blocking to remain in place shall be secured / re-secured with heavy duty fasteners at a rate to ensure local wind uplift requirements.
- V. NOTE: All new fascia & plywood soffit and existing fascia & plywood soffit to remain in place shall be secured / re-secured with required fasteners to ensure proper attachment to the existing framing substrates. All new fascia & plywood soffit shall be painted to match adjacent components.

END OF SECTION

SECTION 07310 - COMPOSITION ASPHALT SHINGLE ROOFING

1.0 – GENERAL

1.1 Related Documents

- A. The accompanying Division 01 section of these specifications shall apply to and form a part of this section.

1.2 Scope

- A. The work under this section consists of all composition asphalt shingle roofing, underlayment, ridge vent system, sheet metal, roof drainage accessories and all related items necessary to complete the roofing system work indicated on the drawings and herein specified including but not limited to the following:

1. Furnish and install underlayment and composition asphalt shingles including preformed hip and ridge shingles.
2. All related sheet metal items shall be furnished and install in accordance with Section 07620 - Sheet Metal Work.

Flashing & Sheet Metal shall include the following items:

- a. Eave drip edge, gutters and downspouts.
 - b. Flashing where composition shingles meet vertical wall finish.
 - c. Flashing for plumbing vents and electrical penetrations.
 - d. Metal flashing for all non-self-flashing metal forms.
 - e. Base and wall cap flashing where required.
 - f. Miscellaneous Sheet Metal work
 - g. Rake flashing
 - h. Step flashing
3. Furnish and install shingle-over ridge vent system.

1.3 Quality Assurance

- A. Manufacturer's Qualifications: Company specializing in Asphalt Roofing Products with fifteen (15) years minimum experience. Provide primary roofing material products from a single source including: composition asphalt shingles, preformed ridge & hip cap shingles, starter strip and underlayments - all produced by a single manufacturer. Provide secondary products only as recommended by manufacturer of primary products for use with roofing system specified. Being listed as pre-qualified manufacturer does not release manufacturer from providing complete, current and acceptable test data for each performance, thermal, and wind load requirement specified.

- B. Installer's Qualifications: Installer must be currently in the primary business of roofing with not less than (5) five consecutive years of recorded successful experience with roofing systems comparable to that of this project under the same company name. Installer shall be licensed or otherwise authorized by state and local authorities to install all products specified in this section. **Installer shall be certified by the roofing material manufacturer as trained and approved for installation of such roofing materials indicated for this project.** Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Joint ventures shall not be allowed.
- C. A full-time field supervisor or foreman with minimum of (5) years of experience in a roofing supervisory role, having performed on projects of comparable scope and type shall be required to be on site at all times during roofing work. Any roofing installed during times when the supervisor/foreman is not on site is subject to rejection.
- D. The Roofing Contractor shall be responsible for weather-tightness of the entire roofing system throughout the construction process, as well as during the required Warranty period.
- E. The Roofing Contractor shall inspect and accept condition of the roof deck and components of mechanical penetrations prior to installation of the roofing system.

1.4 Assembly Reference Standards

- A. Underwriters Laboratories Fire Test of Roof Deck Construction Standard 1256.
- B. Underwriters Laboratories Test for Wind Uplift resistance of Roof Deck
- C. Assemblies Standard 580.
- D. ASTM D 3161 Class F Wind Resistance
- E. ASTM D 7158, Class H Wind Resistance.
- F. ASTM D 3462 – Standard Specification for Asphalt Shingle Made from Glass Felt and Surfaced with Mineral Granules.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM E108 Fire Resistance: Class A
- I. UL 790 Fire Resistance: Class A
- J. Roof Deck Manufacturers Design Manual.
- K. NRCA – “The NCRA Roofing and Waterproofing Manual”

1.5 Roofing Performance Requirements

- A. The roof deck assembly shall exhibit the following performance characteristics:
 - 1. Wind Uplift Rating - FM 1-135 (or per local codes whichever is greater.)
 - 2. Factory Mutual Classifications - FM Class 1
 - 3. Fastener Withdrawal Strength - 40 lbs. min. (or per local codes whichever is greater.)
- B. Composition Asphalt Shingles shall be self-sealing and provided resistant to wind damage as tested up to 130 MPH winds.
- C. Certification of Roofing System: Contractor, Roofing Material Manufacturer, and Roofing Material Manufacturer's Field Inspector shall each execute the Certification of Roofing System upon the completion of all work.

1.6 Submittals

- A. Product Data: Submit manufacturer's warranty, technical product data, test reports, maintenance data, installation instructions and recommendations for each type of roofing product required. Include highlighted data substantiating that materials comply with requirements. Include similar color charts of trim and accessories involving color selection.
- B. Submit a sample panel of proposed shingle for approval.
- C. Installer's Qualification Data
- D. Sample Warranty

1.7 Pre-Roofing Conference

Prior to Project startup, a conference will be held at the project site or at location designated by the Owner. Required attendees include the Owner, Roof Consultant, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment. **ATTENDANCE OF THE CONTRACTOR'S FOREMAN IS MANDATORY.**

- A. Comply with requirements in Division 1. Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Tour representative areas of roofing substrates (decks); inspect and discuss condition of substrate, penetrations and other preparatory work performed by other trades.

2. Review structural loading limitations of deck and inspect deck for proper installation and fastening as required. Inspect deck for required slope etc.
3. Review roofing system requirements (drawings, specifications and other contract documents). Review required submittals / warranty issues. Verify that the manufacturer's label contains references to specified ASTM standards.
4. Review and finalize construction schedule related to roofing work and verify availability of materials.
5. Review roof application procedures, technique, details and roof specifics. Maintain one copy of manufacturer's application instructions on the project site.
6. Review job specific safety requirements, safety barriers, street blocking, haul routes, building access, site contact, facilities, security, etc.

2.0 – PRODUCTS

2.1 Manufacturers

- A. As a quality of standard and basis for comparison, this specification is based on products manufactured by **GAF**. Similar products manufactured by CertainTeed and Owens Corning are also approved providing that the products by these manufacturers meet or exceed these specifications. Inferior products by these same manufacturers that do not meet the criteria requirements provided herein will not be approved.
- B. Other manufacturers requesting pre-approval for their product must meet or exceed these specifications and warranty requirements. Comply with Section 01360 – Product Substitutions, and submit to Architect at least ten days prior to bid.

2.2 Products

1. Glass-Fiber Reinforced Dimensional Asphalt Shingles: A self-sealing, granule-surfaced asphalt shingle with a fiber-reinforced core and protection against discoloration from blue-green algae, and with architectural laminate styling providing a wood shake appearance with a 5-5/8 inch exposure. Color shall be selected from the manufacturer's full range of options. All shingles shall come from a single lot, manufactured in a single manufacturer's facility.
2. BASIS OF DESIGN: Timberline HD® Lifetime High Definition “Weathered Gray” Shingles by GAF. Substitutions must be approved by the Owner.
3. Shingle System to be complete with manufacturer's underlayment, starter shingles and hip and ridge shingles. Roof Shingle color to be selected by
SECTION 07310-1 COMPOSITION ASPHALT SHINGLE ROOFING

Owner or their representative, and must be fundamentally indistinguishable in appearance from GAF "Weathered Gray".

4. Limitations: Use on roofs with slopes greater than 2:12 pitch. Low slope applications (2:12 to 4:12 pitch) require additional underlayment. Follow manufacturer's instructions for waterproofing in these areas per applications instructions on shingle package. On slopes greater than 21/12 pitch apply 1 inch diameter spots of asphalt roofing cement (ASTM D 4586 Type II) under the shingle tab corner according to application instructions provided on the shingle package.

A. Underlayments:

1. Ice and Water Shield: Self-adhering waterproofing membrane underlayment: ASTM D 1970; minimum of 60-mil- thick sheet; glass-fiber-reinforced; SBS-modified asphalt; mineral-granule surfaced. (Install at all valleys, penetrations, curbs, hips, rakes, roof edges, below copings, etc.)
2. Synthetic Underlayment/Felt: Polyolefin based scrim reinforced roofing underlayment: ASTM D4869; ASTM D 226; Fire resistance ASTM E 108, UL 790 Fire Resistant. UL classified as a Prepared Roofing Accessory. (Install in open field roof areas.)

B. Starter Shingles

1. Starter Shingles: Primary shingle manufacturer's starter shingle: Starter must extend beyond primary field shingle nail penetration line. (It shall be located at the eaves and rakes or any other location where shingle roof begins. The nails should be positioned as near to the eave's edge as possible (max 3") while avoiding sealant.)
BASIS OF DESIGN: WeatherBlocker™ Starter Strip by GAF.
(Substitutions must be approved by the Owner.)

C. Hip/ Ridge Shingles

1. Hip and Ridge Shingles: Primary shingle manufacturer's pre-cut hip and ridge shingles applicable for wind warranty rating required under this Specification Section: ASTM 3018; ASTM 3462; ASTM E108, ASTM 3161.
BASIS OF DESIGN: Z® Ridge shingles by GAF. (Substitutions must be approved by the Owner.)

D. Hip/Ridge Vent

1. Rigid Ridge Vent: Rigid section high-density polypropylene resin or other UV-stabilized plastic ridge vent: External wind deflector baffles; 18 sq. in. of net free area per linear foot minimum; ASTM G155;
BASIS OF DESIGN: GAF Cobra Ridge Vent 3. (Substitutions must be approved by the Owner.)

E. Fasteners:

1. Hot dip galvanized, sharp pointed, conventional ring shank roof nails, 11 to 12 gauge, with minimum of 3/8" diameter flat heads, minimum of 1 1/4" – 1 1/2" length or of sufficient length to penetrate at least 3/4" into wood decking shall be used as required. **All shingles shall be hand nailed. Pneumatically driven fasteners, nails, or staples will not be allowed on this project.**
2. Dry-in felt shall be fastened with large 1" head plastic cap nails.
3. Fasteners for metal flashing materials shall be heavy galvanized. Exposed fasteners for sheet metal flashings shall be screw-type with weather seal washers. Prefinished to match.

- F. Asphalt Roofing Cement: Roof cement shall be asbestos free non-hardening, elastic waterproof type ASTM 4586, Type ASTM 4586, Type II; Consistency as required by roofing material manufacturer for application. All other required materials necessary for a complete job as recommended by the roofing manufacturer or as required by good practice.

2.3. Miscellaneous Sheet Metal Work

Work under this section includes all other incidental sheet metal items shown on drawings as accessories, trims, and flashings to the composition asphalt roof shingles that may not be specifically included in other sections of the specifications and/or work.

- A. Install metal flashing in accordance with The NRCA Roofing and Waterproofing Manual per NRCA including but not limited to:
1. Step Flashing
 2. Rake and Eave Drip Edge Flashing
 3. Apron Flashing
 4. Pipe and Post Flashing
 5. Lead Vent Pipe Flashing
- B. See Sheet Metal Work - Section 07620 for additional information.
- C. Miscellaneous Items
1. Install and flash all items furnished and set by others as specified, in accordance with good practice, properly flashed and bonded weathertight into roofing.

3.0 – ROOFING GUARANTEE

3.1. Contractor's Roofing Guarantee

- A. All work included in this section shall be jointly and unconditionally guaranteed by the General Contractor and the Contractor for this section, against leaks from faulty or defective materials and workmanship for a period of **Five (5) Years** starting on the date of acceptance of the project by the Owner.
- B. The Roofing Guarantee is included in these specifications and shall be executed in three (3) original copies, signed by the appropriate parties and submitted to the Architect, Owner, and the appropriate State / City Departments if required.

3.2 Manufacturer's Warranty

- A. Manufacturer's roofing warranties which contain language regarding the governing of the warranty by any state other than the **State of Alabama**, must be amended to exclude such language, and substituting the requirement that the Laws of the State of Alabama shall govern all such warranties.
- B. The Contractor shall provide the Roofing manufacturer's fully executed shingle warranty on shingle materials.
 - 1. Material Warranty Period: **Forty (40) years** from Date of Substantial Completion. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 - b. Structural failures including failure of asphalt shingles to self-seal after a reasonable time
 - 2. Non-prorated (Labor & Material) Warranty Period: **25 Year Non-Prorated** Warranty Period covering material and labor costs for repair or replacement.
 - 3. Algae Discoloration Warranty Period: Asphalt shingles will not discolor fifteen (15) years from Date of Substantial Completion.
 - 4. Wind Warranty: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 130 MPH for Fifteen (15) years from Date of Substantial Completion.
- C. Insulated Decks and Radiant Barriers
 - 1. Manufacturer's warranty, including non-prorated period, will remain in force when shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system, where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck.

4.0 – DELIVERY, STORAGE, AND HANDLING

- 4.1 Delivery and storage of material: Store and handle roof materials in a manner which will ensure that there is no possibility of significant moisture pick-up. Store in a dry, well ventilated, weather tight place. Unless protected from weather or other moisture sources, do not leave unused roofing materials on the roof surface overnight or when roofing work is not in progress. Store rolls of materials and other materials on pallets or other raised surface. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck. All material must be protected from the weather by protective tarps. Manufacturer's plastic covers are not acceptable means of protection.
- 4.2 Scheduling and coordinating work: Schedule and coordinate roofing and sheet metal installations with the work of other trades where it is integral or contiguous therewith. Materials furnished under this section, which are to be built-in by other trades, shall be delivered to the site in sufficient time to avoid delays to construction progress. Instruct other trades concerning the location and placement of reglets, wood nailers and cleats.
- 4.3 Proper surfaces: Surfaces to which roofing and sheet metal are to be applied shall be even, smooth, sound, thoroughly clean and dry, and free from projection nail heads or other defects that would affect the application. Report in writing any unsatisfactory surfaces to the Architect in advance of roofing work.
- 4.4 Dissimilar metals: Where dissimilar metals abut, the juncture shall be executed in a manner that will facilitate drainage and thus minimize the possibility of galvanic action.
- 4.5 Accessories: All accessories or other items essential to the completeness of the sheet metal installation shall be provided as required. All such items, unless otherwise indicated on the drawings or specified, shall be of the same kind of materials as the item to which applied, and the gauges shall conform to recognized industry standards of sheet metal practice.
- 4.6 Solvent-based materials: Store and dispose of solvent-based materials and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- 4.7 Extra Material: Furnish to owner
 - A. Provide 400 square feet (4 squares) of extra shingles of each color specified.

5.0 – PROJECT CONDITIONS

- 5.1 Environmental Limitations: Do not deliver or install asphalt shingles until spaces are enclosed and weather-tight, wet work in space is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
- 5.2 Weather Conditions: Proceed with installation of shingles only when weather conditions are in compliance with manufacturer's recommendations and when substrate is dry.

6.0 – APPLICATION OF THE UNDERLAYMENT AND ROOFING SHINGLES

6.1 Underlayment Application:

- A. Provide self-adhering underlayment at all valleys, penetrations, curbs, rakes, eaves and roof edges. Install 18" each side of valleys and 36" from edges.
- B. On decking not in receipt of self-adhering underlayment, install as soon as possible 1-layer of synthetic felt underlayment, free of wrinkles over balance of the entire roof deck surface, lap sides min. 2" in direction to shed water and lap ends min. 4" with adjacent end laps staggered 60". Provide 18" each side of hips. Fasten 36" max. o.c. or as necessary to assure stable placement of felt underlayment until the shingles are installed.

6.2 Shingle Application:

- A. Install Composition Asphalt Shingles system, including but not limited to: shingles, pre-formed ridge and hip shingles in accordance with manufacturer's printed instructions and in accordance with The NRCA Roofing and Waterproofing Manual per NRCA.
- B. Install all shingles with uniform exposure as specified by the manufacturer.
- C. Install manufactured starter strips, pre-formed ridge and hip shingles in strict accordance with manufacturer's printed requirements.
 - 1. Provide starter strip at lowest roof edge and along rake edges.
 - 2. Shingles shall extend no less than 3/4" beyond roof edge flashing.
 - 3. Fasten ridge shingle with nail of length sufficient to fully penetrate roof decking.
- D. Install valley flashings and base and wall cap flashings (where roofing meets masonry walls) in strict accordance with the roofing manufacturer's printed specifications.
 - 1. Provide closed cut valleys per manufacturer's printed instructions; initial layer to lap the valley without fasteners in the valley and upper layer to be cut back two inches parallel to valley center.

- 6.3 Install vent pipe flashings in strict accordance with the manufacturer's instruction for application.

- 6.4 Fasten shingles in locations as indicated by the shingle manufacturer's printed instruction according to roof slope and wind load requirements. **Only hand nailing shall be acceptable; pneumatic nailing will not be allowed.**
- 6.5 Lap cap shingles in direction away from prevailing winds.
- 6.6 Properly flash all other penetrations in accordance with the roofing manufacturer's printed instructions.
- 6.7 Upon completion of application all, shingles shall be properly nailed, with even / uniform exposure, and straight lines and free of loose, crooked, or buckled shingles. Entire installation shall be watertight and properly bonded to flashing.

END OF SECTION

COMPOSITION ASPHALT SHINGLE ROOFING

(SCOPE OF WORK)

1. Remove the existing shingles, underlayment, and associated metal flashings down to the existing wood deck substrate and properly dispose of all debris.
2. Replace all deteriorated wood decking and/or wood blocking per the project specifications. (Contractor to include any specified amounts of wood replacement in the base bid.)
3. Re-attach existing roof deck, if necessary to meet local wind uplift and building code requirements.
4. Install new self-adhered (Ice & Water Shield) underlayment at all valleys, hips, ridges, rakes, eaves, changes in roof elevation, etc. throughout the roof areas.
5. Install synthetic felt underlayment throughout field of roof areas not covered by the self-adhered underlayment.
6. Install the roofing manufacturer's starter shingles as required for warranty purposes.
7. Install 40-year architectural shingles per the manufacturer's warranty requirements. (Note: All new shingles must be hand nailed – pneumatically driven fasteners, nails, or staples will not be allowed.)
8. Install new nail-over ridge vent at all ridge locations. (Contractor to ensure ridge areas are properly cut / prepared to provide proper ventilation prior to the installation of ridge vent.
9. Install the manufacturer's pre-cut ridge shingles as required by the roofing manufacturer for warranty purposes.
10. Install new "smart vents" perimeter eave locations (approximately 2 courses above the low-to-steep slope transitions) as shown on the drawing details.
11. Raise any low roof penetrations to meet the manufacturer's warranty requirements.
12. Install new .040 pre-finished aluminum eave trim at all roof perimeters, rakes, etc. throughout the roof – (Color to be selected by owner).
13. Install new 3# lead flashings at all plumbing penetrations and paint to match the new roof color.
14. Re-flash all roof curbs / vents per the roofing manufacturer's requirements.
15. Re-secure, re-seal, and paint existing gable louvers.
16. Replace deteriorated fascia, soffit, etc. per the project specifications. (Contractor to include any specified amounts of wood replacement in the base bid.)
17. Contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
18. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
19. Provide the Owner with a 40-year (25-year non-prorated - 130 mph) Manufacturer's Warranty.
20. See Composition Asphalt Shingle Roofing specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 075419
POLYVINYL-CHLORIDE (PVC) ROOFING

Roof Assembly Description

- PVC Thermoplastic Membrane
 - Membrane Thickness: 80 mil
 - Color: Gray / White (Owner Selection)
 - Attachment: Adhered
- Polyisocyanurate / EPS Insulation
 - Thickness: Tapered
 - Slope: 1/4" per foot
 - Attachment: Mechanically (Fasteners & Plates)
- Fiberglass-faced Coverboard
 - Thickness: 1/2 inch
 - Attachment: Adhered (Low-rise Foam)
- Existing Roof System
 - Smooth Surfaced BUR
 - 2.5" Perlite Insulation
 - Wood Deck Substrate

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of existing BUR roof and insulation down to wood deck.
- B. 1/4" tapered Polyiso / EPS insulation.
- C. 1/2" roof cover board.
- D. 80 mil PVC thermoplastic membrane.
- E. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- F. Fasteners, adhesives, and other accessories required for a complete roofing installation.

1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 - Standard Specification for Poly Vinyl Chloride Sheet Roofing.
- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- I. ASTM D 1079 "Terminology Relating to Roofing and Waterproofing."

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Sustainability:
 - a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
 - b. Type III product-specific Environmental Product Declaration.
 - c. Membrane is recyclable at end of use.
- D. Physical Properties:
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
 - 2. Overall Thickness / ASTM D751 / ≥ 0.045 in. / 0.080 in. (80 mil), nominal
 - 3. Thickness Over Scrim / ASTM D7635 / ≥ 0.016 in. / 0.041 in. (41 mil)
 - 4. Breaking Strength / ASTM D751 Grab Method / ≥ 200 lbf./in. 1 481 x 341 lbf./in.
 - 5. Elongation / ASTM D751 Grab Method / $\geq 15\%$ / 33% x 33%
 - 6. Seam Strength ASTM D751 Grab Method / ≥ 360 lbf. (75% of Breaking Strength.) / 452 lbf.
 - 7. Tear Strength / ASTM D751 Procedure B / ≥ 45 lbf. / 53 x 196 lbf.
 - 8. Low Temp. Bend / ASTM D2136 / Must Pass at -4* F. / Pass
 - 9. Heat Aging / ASTM D3045 / Conditioned for 56 days in oven maintained at 176* F. / PASS
 - 10. Accelerated Weathering / ASTM G154 (formerly G53) / 5,000 hours total test time. Irradiance level of 0.68 W/m²-nm. Cycle: 8 hours at 145* F, 4 hours condensation at 122* F. / Pass
 - 11. Dimensional Stability / ASTM D1204 / Conditioned for 6 hours in oven maintained at 176* F. Allowable change: $\leq 0.5\%$ / -0.10% x -0.10%
 - 12. Water Absorption / ASTM D570 / Immersed in water at 158* F for 168 hours. Allowable weight change: $\leq 3\%$ / 0.10%
 - 13. Static Puncture / ASTM D5802 / ≤ 33 lbf. / ≤ 33 lbf.
 - 14. Dynamic Puncture / ≤ 14.7 ft-lbf. (20 J) / ≤ 14.7 ft-lbf. (20 J)
- E. Cool Roof Rating Council (CRRC):
 - 1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: $\geq 85\%$ (white)
 - b. Initial Thermal Emittance: $\geq 89\%$ (white)
 - c. Initial Solar Reflective Index (SRI): ≥ 108 (white)

1.4 SUBMITTALS

- A. Submit under provisions of Section 1330 – Submittal Procedures.
- B. Data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Sustainability Documentation:
 - a. NSF/ANSI Standard 347 Certificate.
 - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
 - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
 - 2. 4 inch by 6 inch sample of walkway pad.
 - 3. 6" sample of termination bar, fascia bar with cover, drip edge, wall flashing, counterflashing, and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- G. Manufacturer's warranties: Provide a sample of roofing manufacturer's warranty per the project requirements with language stating the warranty shall be governed by the laws of the State of Alabama.

1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A manufacturer specializing in the production of PVC membrane systems specified for this project with a minimum of **(10) ten years** of successful documented experience manufacturing of membrane using the same formula and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
 - 1. Primary roofing materials manufacturer must be the original manufacturer of membrane roofing materials. Products private labeled that are produced by second tier manufacturers will not be acceptable.

2. **Factory-Authorized Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project. Manufacturer's Sales Representative will not be accepted as a Technician.
 3. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to architect / consultant within three (3) days following each inspection.
 4. A factory-authorized representative shall attend the pre-installation meeting.
- B. **Installer Qualifications:** A qualified company specializing in the installation of roofing systems similar to those specified for this project with a minimum of **(5) five years** of documented successful experience and that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product and that is eligible to receive manufacturer's warranty as specified for this project.
- C. **Qualification Submittal:** The following qualification information shall be submitted to the owner prior to the award of the project. The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.
1. The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (3) three years prior to the bid process.
 2. The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
 3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
 4. The roofing contractor/installer company must have been in business under the same name for at least five (5) consecutive years.
 5. Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (10) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.
 6. **Roofing Contractor's / Installers Permanent Full-Time Supervisor/Foreman:**
 - a) The roofing contractor / installer shall provide a permanent full-time supervisor and/or foreman throughout the entire duration of construction / renovation activities such as during installation of the roofing membrane system and sheet metal work.
 - b) The supervisor / foreman who began the project will continue in that capacity for the duration of the project unless otherwise approved by the owner or their representative.

- c) If the supervisor / foreman is not performing the job duties as required in these specifications and as required by the roofing membrane manufacturer the owner or their representative has the right to require the roofing contractor/installer to immediately remove the company personnel performing the role of the supervisor /foreman and change to a different company personnel to fill the position.
 - d) The supervisor / foreman shall be a full-time employee of the roofing contractor's / installer's company.
 - e) The supervisor / foreman shall have (5) five years of successful experience in the installation of roofing systems similar to the type and scope required for this project.
 - f) The supervisor / foreman shall be ON THE ROOF AT ALL TIMES when the roofing system is being installed. This requirement will be strictly enforced.
 - g) Provide supervisor/foreman's resume if requested by the owner.
- D. Prior to installation, provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and architect / consultant.
- E. Roofing Contractor shall perform a minimum of (2) test welds per day (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the architect / consultant.
- F. Perform work in accordance with manufacturer's installation instructions.
- G. Single Source Limitations: Obtain components for membrane roofing system from a single source roofing membrane manufacturer. Provide secondary products only as recommended by the manufacturer of primary products for use with roofing system specified.
- H. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure:
 - a. Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 3. Conform to applicable code for roof assembly fire hazard requirements.

- C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.
- D. Wind Uplift:
 - 1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE 7-10 Specification *Minimum Design Loads for Buildings And Other Structures*. (**NOTE: Local wind zone – 169 mph**)

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
 - 1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and warranty repair procedures after roof installation.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. **If materials are stored onsite, location must be approved by the Owner.**
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. **Contractor's Warranty:** The contractor shall warrant the roof application with respect to workmanship and proper application for five (5) years from the effective date of the warranty issued by the manufacturer.
- B. **Manufacturer's Warranty:** Must be (NDL) no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. No exclusion for ponding water conditions.
 - 3. No exclusion for damage caused by biological growth.
 - 4. Issued direct from and serviced by the roof membrane manufacturer.
 - 5. Transferable for the full term of the warranty.
 - 6. Must be governed by the laws of the **State of Alabama** by written amendment.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components shall be provided or approved by the roof system manufacturer.

(NOTE: The roofing manufacturer will be required to acknowledge and accept the project documents and existing conditions as specified unless a change is authorized by the owner. Any portion of the project specifications, details, or existing conditions found unacceptable by the manufacturer must be resolved prior to the bidding process, by submitting alternate details for approval, if necessary. Proposals for deviations from the project documents will not be accepted after the bidding process.)
- B. Pre-approved Roofing Manufacturers:
 - **(Subject to compliance of the project requirements.)**
 - 1. Duro-Last
 - 2. Carlisle
 - 3. Versico
 - 4. GAF
 - 5. Johns Manville

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
 - 1. Thickness:
 - a. **80 mil**, nominal
 - 2. Exposed Face Color:
 - a. **Gray / White** (Owner's Choice)
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
 - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing for use in locations where pre-fabricated flashings are not available.
 - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
 - e. Vinyl Coated Pitch Pans.
 - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Solvent Base Adhesive
 - b. Water Base Adhesive
 - c. Caulk.
 - d. Strip Mastic.
 - e. Pitch Pocket Filler.
 - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer for use at locations requiring separation between the new PVC membrane and various substrates.
 - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
 - a. #15 Extra Heavy Duty Fasteners.
 - b. Manufacturer approved metal / poly plates.
 - 6. PV Anchors

7. Termination and Edge Details: Supplied by roof system manufacturer.
 - a. Termination Bar.
 8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side for use at locations with PVC membrane overlapping / welding to formed metal flashings.
- D. Insulation: Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics: (Note 1.5# EPS insulation approved as equal substitution.)
1. Board Thickness: R-25 Min.
 2. Slope: 1/4" per foot
- E. Substrate Board: (Cover Board)
1. Glass-mat-faced, water-resistant primed gypsum substrate conforming to ASTM C 1177/C 1177M.
 - a. 1/2 inch thick
- F. Walkways:
1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment throughout roof where shown on the Roof Plan.
 - a. Walkway Pad – 30" X 60"

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the existing roof is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the roof surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify architect / consultant of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer.
 1. Determine required fastener type, length, and spacing, and submit this information to the Architect.
 2. Verify that moisture content of existing roofing is within acceptable limits, and submit test results to the Architect.
 3. Identify damaged areas requiring repair before installation of new roofing.
 4. Conduct core cuts as required to verify information required.

3.2 PREPARATION

- A. Remove the existing roofs and flashings according to roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer, and requirements in this Section.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Remove all base flashings, counter flashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane.
- E. Remove and replace wet, deteriorated, or damaged roof insulation and/or decking.
- F. Remove abandoned equipment curbs, skylights, smoke hatches, and penetrations. Install decking to match existing as directed by Owner's Representative.
- G. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
 - 1) Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane.
 - 2) Nail top of flashing and install new metal counter flashing prior to re-installation of unit.
- H. Perimeter nailers must be elevated to match elevation of new roof insulation.
- I. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- J. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Lay tapered insulation material into place and fasten with #15 fasteners and disk plates per the required fastening pattern. Fasteners and plates are to be driven until enough pressure is applied to keep from spinning. DO NOT OVERDRIVE fasteners. Fastening patterns are determined by the manufacturer's approvals, pull test values, and the required uplift pressure. Install plates in a uniformed pattern.
- B. Adhere the cover board over the new tapered insulation utilizing the manufacturer's approved low-rise foam adhesive. Adhesive pattern should be determined by the manufacturer's approvals and the required uplift pressure.
- C. Install insulation and cover board with long joints of board in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
- D. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.

- E. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
- F. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
 - a. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - b. Remove and discard temporary seals before beginning work on adjoining roofing.
- G. Unroll the membrane over the installed insulation and cover board and allow the membrane to relax to eliminate wrinkles. Do not over-tighten membrane.
- H. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- I. Bonding Adhesive: Apply water-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- J. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- K. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- L. Seaming:
 - 1. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
 - a. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 - b. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - c. Remove and repair any unsatisfactory sections before proceeding with Work.
 - d. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.
 - 2. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
 - 3. Install roofing membrane and auxiliary materials to tie-in to existing roofing.
 - 4. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
 - 5. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- M. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- N. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
 - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.
- O. Roof Drains:
1. Coordinate installation of roof drains and vents.
 2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
 3. Install new roof drain inserts and flashings approved and warranted by the roofing manufacturer.

P. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashings.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies as required.

Q. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

R. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to the architect / consultant within three (3) days following each inspection. All application errors shall be addressed with the final punch list completed immediately following the final inspection.
- B. The Owner's roof consultant will be performing various inspections throughout the project to document the progress of the work, identify any roofing related issues, and assist the owner / contractor with unforeseen circumstances. The Contractor will be required to engage with the roof consultant during the work and comply with any necessary requests, directives, etc.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until the completion of the project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

POLYVINYL-CHLORIDE (PVC) ROOFING

(SCOPE OF WORK)

1. Remove the existing roof system(s) and associated flashings down to the existing deck substrate.
2. Replace any deteriorated decking, blocking, framing, etc. per the unit prices and included amounts noted in the project specifications.
3. Install new wood blocking at perimeter roof areas to match the start thickness of the new tapered insulation.
4. Mechanically attach 1/4" tapered polyiso or EPS insulation with a R-25 start thickness per the slopes indicated on the project drawings.
5. Adhere an approved 1/2" cover board over the new tapered insulation system using the manufacturer's required low-rise foam adhesive.
6. Raise any low roof penetrations to meet the manufacturer's warranty requirements.
7. Fully adhere 80 mil PVC membrane using the manufacturer's required adhesive.
8. Install 60 mil PVC flashings at all necessary locations per the manufacturer's warranty requirements.
9. Install new 24 Gauge PVC coated metal flashings at all locations with new roof membrane overlapping / heat welding to metal flanges. (Pitch pans, penetration flashings, thru-wall scuppers, etc.)
10. Install new .040 pre-finished aluminum counter flashings and edge flashings at areas shown on the drawing details – (Color to be selected by owner).
11. Remove any unused rooftop equipment, flashings, vents, etc. with openings properly covered with new decking, insulation, and roof membrane as required. Abandoned equipment and/or penetrations will be identified by the owner prior to the bid process.
12. Reflash all existing penetrations, curbs, vents, etc. per the roofing manufacturer's requirements.
13. Replace deteriorated fascia, soffit, etc. per the project specifications. (Contractor to include any specified amounts of wood replacement in the base bid.)
14. Contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
15. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
16. Provide the Owner with a 20-year NDL (No Dollar Limit) Manufacturer's Warranty.
17. See Polyvinyl-Chloride (PVC) roofing specifications for additional details and information regarding the required work.

END OF SECTION

SECTION 07620 - FLASHING AND SHEET METAL

PART 1 - GENERAL

(NOTE: All flashing and sheet metal work shall be installed to meet and/or exceed ANSI / SPRI ES-1 installation requirements.)

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Conform to profiles and sizes indicated on drawings or by existing conditions and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.
- B. Section Includes:
 - 1. Formed Products:
 - a. Formed sheet metal edge flashing fabrications.
 - b. Formed wall sheet metal fabrications.
- C. Related Sections:
 - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- B. PVC-Coated Steel Sheet: ASTM A 792 Class AZ50 coating designation, Grade 50; structural quality. Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Exposed PVC Coated Finish: Hot dipped galvanized G-90 with 17 mil PVC film laminated to one side.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes.
 - 3. Sheet Thickness: .040
 - 4. Sheet Size: 4' X 10'
- D. Galvanized Steel: ASTM A653, G90, commercial or lock-forming quality, hot-dip galvanized steel sheet with 0.20-percent copper, mill phosphatized for painting.
 - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: Selected from manufacturer's full range of colors and finishes
 - 3. Sheet Thickness: 24 Ga.
 - 4. Sheet Size: 4' X 10'
- E. Cleats: Sheet metal cleats shall be utilized at all required details to ensure compliance with **ANSI / SPRI ES-1** attachment methods. New sheet metal cleats shall be properly sized and match the attached metal flashing type (Aluminum, Copper, etc.).
- F. Fabricate sheet metal with flat-lock seams; solder with type solder and flux recommended by manufacturer, except seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- G. Coat back-side of fabricated sheet metal with 15-mil sulfur-free bituminous coating, SSPC-Paint 12, where required to separate metals from corrosive substrates, including cementitious materials, wood or other absorbent materials; or provide other permanent separation.

- H. Provide for thermal expansion of running sheet metal work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 50 feet for steel, 24 feet for copper or stainless steel, or 30 feet for zinc alloy or aluminum. Conceal expansion provisions where possible.
- I. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
 - 5. Fasteners for Zinc-Coated (Galvanized)] or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 6. Fasteners for Zinc Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 7. Fasteners for Copper Sheet: Copper plated stainless-steel zip fasteners / Copper rivets with steel mandrels.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements.
- B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements specified in Division 7 Section "Joint Sealants."
- C. Nail flanges of expansion joint units to substrates at spacing of 6 inches o.c.
- D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.
- E. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

3.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof flashing with installation of roof drainage system where applicable.
- B. Existing drainage is to occur at perimeter roof areas.

3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.
- C. Warehouse Tie-in: Alter the existing metal wall panels to achieve the necessary watertight flashing components throughout the tie-in to the new roof system.
 - 1. Remove the existing vertical metal wall panels across the Warehouse tie-in location.
 - 2. Cut approximately 8" from the bottom of the existing wall panels and set aside for re-installation.
 - 3. Install new 1/2" CDX plywood mechanically attached to the vertical wall framing components per local wind uplift requirements. (New plywood should extend approximately 12" above the new roof system.)
 - 4. Install new Ice & Water Shield underlayment over the new vertical plywood component.
 - 5. Install new 24 Ga. pre-finished metal base flashings (6" X 6" Min) at the new angle change detail.
 - 6. Install new 24 Ga. Pre-finished metal counter flashings from the top of the new vertical plywood component extending over the top of the new metal base flashings no less than 3". (New counter flashings should be mechanically attached to the plywood substrate at a minimum rate of 8" on center.)
 - 7. Install new 24 Ga. pre-finished metal "J"-mold flashings over the top of the new metal counter flashings attached through the plywood substrate at a minimum rate of 8" on center. (Note: The new "J"-mold flashings and counter flashings may be simultaneously attached.)
 - 8. Re-install the existing (cut) metal wall panels inserting the bottom of the panels into the new "J"-mold flashing component. (Existing metal wall panels should be re-attached to the vertical wall framing components utilizing new "oversized" fasteners with neoprene washers.)
 - 9. Install new sealant at all laps, seams, etc. throughout the re-installed metal wall panels.
 - 10. Install new shingles as required with tabs set in the manufacturer's required cement at lap over metal base flashings.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

SECTION 079200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior sealants.
- B. Metal lap joint sealants.
- C. Joint accessories.

1.2 RELATED SECTIONS

- A. Roofing & Waterproofing

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM C 510 - Standard Test Method for Staining and Color Change of Single or Multi-component Joint Sealants.
 - 2. ASTM C 719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle).
 - 3. ASTM C 794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
 - 4. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
 - 5. ASTM C 1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
 - 6. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
 - 7. ASTM C 1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
 - 8. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
 - 9. ASTM D 679 - Methods of Testing and Tolerances for Certain Fine Staple Cotton Gray Goods.
 - 10. ASTM D 816 - Standard Test Methods for Rubber Cements.
 - 11. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
 - 12. ASTM D 2203 - Standard Test Method for Staining from Sealants.
 - 13. ASTM D 2240 - Standard Test Method for Rubber Property Durometer Hardness

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Test Reports:
 - 1. Submit results of laboratory pre-construction testing.
 - 2. Submit results of field pre-construction testing.
 - 3. Submit manufacturer's recommendations for joint preparation, priming, and joint accessory materials based on test results.
 - 4. Submit manufacturer's recommended installation procedure modifications resulting from field adhesion tests.

- D. Shop Drawings: Submit details to show installation and interface between sealants and adjacent work.
- E. Selection Samples: For each finish product specified, two complete sets of color charts for each sealant type for initial selection.
- F. Verification Samples: For each finish product specified, two samples, standard cured color samples for each sealant type illustrating selected colors.
- G. Manufacturer's Certificate:
 - 1. Certify products are suitable for intended use and products meet or exceed specified requirements.
 - 2. Certify applicator is approved by manufacturer.
- H. Qualifications Data:
 - 1. Submit applicator's qualifications, including reference projects of similar scope and complexity, with current phone numbers and contact names of architects and owners for verification.
- I. Manufacturer's Field Reports:
 - 1. Indicate time present at project site.
 - 2. Include observations; indicate compliance with manufacturer's installation instructions, and supplemental instructions provided to installers.
- J. Operation and Maintenance Data:
 - 1. Submit recommended inspection intervals.
 - 2. Submit instructions for repairing and replacing failed sealant joints.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 10 year experience manufacturing similar products.
- B. Applicator Qualifications:
 - 1. Company specializing in performing work of this section with minimum three years documented experience, minimum three successfully completed projects of similar scope and complexity, and approved by manufacturer.
 - 2. Designate one individual as project foreman who shall be on site at all times during installation.
- C. Laboratory Pre-Construction Testing:
 - 1. Test sealants, joint accessories, and joint substrates in accordance with the following, before starting work of this section:
 - a. Obtain samples of joint substrate products specified in other sections.
 - b. Adhesion: ASTM C 794 and ASTM C 719; determine surface preparation and required primer.
 - c. Compatibility: ASTM C 1087; determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
 - d. Staining: ASTM D 2203, ASTM C 510, or ASTM C 1248; determine sealants will not stain joint substrates.
 - 2. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.
- D. Field Pre-Construction Testing:

1. Test each elastomeric sealant and joint substrate in accordance with the following, before beginning work of this section:
 - a. Install sealants in field samples and mockups using joint preparation methods determined by laboratory pre-construction testing.
 - b. Remove existing sealant, clean joint, and install new sealant using manufacturer's recommended joint preparation methods.
 - c. Install field-test joints in inconspicuous location as approved by Architect].
 - d. Test Method: Manufacturer's standard field adhesion test to verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
 - e. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.

E. Mockup:

1. Install sealants in mockups specified in other sections including sealant and joint accessories to illustrate installation quality and color.
2. Incorporate accepted mockup as part of Work.
3. Repair seal joint mockups used for field adhesion testing.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Store primers and sealants in cool dry location with ambient temperature range of 60 to 80 degrees F (15 to 27 degrees C).
- C. Handling: Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Optimal application temperature is 32 degree F (0 degree C) and rising.
 1. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

1.9 SEQUENCING

- A. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.
- B. Ensure sealants are cured before covering with other materials.
- C. Ensure that Work of this section are supplied to affected trades in time to prevent

interruption of construction progress.

1.10 WARRANTY

- A. Provide manufacturer's signed standard limited warranty, against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of 1 year from date of completion.
 - 1. Manufacturer's standard warranty covering sealant materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Pre-approved Manufacturer: Chem Link, 353 E. Lyons St.; Schoolcraft, MI 49087 ; Toll Free Tel: 800-826-1681; Tel: 269-679-4440 ; Fax: 269-679-4448
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 POLYETHER SEALANTS

- A. Type: 100% solids one-component, gun grade, polyether-base material. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric joint material.
 - 1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: M-1 Structural Adhesive/Sealant as manufactured by Chem Link.
 - 1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 - 2. Federal Specification TT-C-0230C, Type II, Class B.
 - 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N, No. 81026.
 - 4. Conforms to USDA requirements for Non-food Contact.
 - 5. VOC Content: Less than 20 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 - 6. Performance Requirements:
 - a. Tensile Properties (ASTM D-412) at 21 days: Tensile Stress: 370-psi minimum. Elongation at Break: 525%.
 - b. Shear Strength (ASTM D-1002): 390 psi.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 45.
 - d. Adhesion in Peel (TT-S-00230C, ASTM C 794).
 - e. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - f. The sealant shall conform The sealant shall be non-staining.
 - g. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.
- C. Product: NovaLink 35 Concrete - Masonry Sealant as manufactured by Chem Link.
 - 1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
 - 2. Federal Specification TT-S-00230C, Type II, Class B.

3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
4. Conforms to USDA requirements for Non-food Contact.
5. VOC Content: Less than 24 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
6. Performance Requirements:
 - a. Initial Cure (ASTM D-679): 60 minutes
 - b. Properties (ASTM D-412) at 21 days: Tensile Stress - 145-psi minimum. Elongation at Break - 445%.
 - c. Shore A Hardness (ASTM D-2240) at 21 days: 21.
 - d. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
 - e. The sealant shall be non-staining.
 - f. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.3 SILICONE SEALANTS

- A. Type: Single component neutral cure (RTV) silicone, adhesive sealant.
 1. Regulatory Compliance:
 - a. Conforms to OTC Rule for Sealants
 - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
 - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: MetaLink Neutral Cure Metal Roof Sealant as manufactured by Chem Link.
 1. ASTM C920, Type S, Grade NS, Class 50; Uses NT, T2, M, G, A and O.
 2. Federal Specification TT-S-00230-C Type II, Class A
 3. Corps of Engineers CRD-C-541, Type II, Class A
 4. Canadian Standards Board CAN 19, 13-M82.
 5. Conforms to USDA Requirements for Non-food Contact.
 6. VOC Content: Less than 33 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
 7. Performance Requirements:
 - a. Initial Cure/Tack Free (ASTM D-679): 10 +/- 5 minutes.
 - b. Shrinkage: No visible shrinkage after 14 days.
 - c. Low Temperature Flex (ASTM D-816): Pass -10 degree F (-23 degree C) 1/4 inch (6.4 mm) mandrel.
 - d. Shear Strength (ASTM D-1002): 75 +/-5 psi.
 - e. Properties (ASTM D-412) at 21 days: Tensile Strength: 135 psi. Elongation at Break - Minimum 600%.
 - f. Shore A Hardness (ASTM D-2240) at 21 days: 10 +/- 3.
 - g. Service Range: -80 degree to 400 degree F (-62 degree to 204 degree C).
 - h. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

2.4 ACCESSORIES

- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

- C. Joint Backing: Round foam rod compatible with sealant; oversized 25 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.
- E. Masking tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
 - 1. Verify joint surfaces are clean and dry.
 - 2. Ensure concrete surfaces are fully cured.
- B. Report unsatisfactory conditions in writing to the Architect;
- C. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Prepare joints in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Clean joint surfaces to remove dirt, dust, oils, wax, paints, and other contamination capable of affecting primer and sealant bond.
 - 1. Clean concrete joint surfaces to remove curing agents and form release agents.
- C. Protect elements surrounding the Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

3.3 EXISTING WORK

- A. Mechanically remove existing sealant.
- B. Clean joint surfaces of residual sealant and other contaminants capable of affecting sealant bond to joint surface.
- C. Allow joint surfaces to dry before installing new sealants.

3.4 SEALANT INSTALLATION

- A. Install primer and sealants in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Install joint backing to maintain the following joint ratios:
 - 1. Joints up to 1/2 inch (13 mm) Wide: 1:1 width to depth ratio.
 - 2. Joints Greater than 1/2 inch (13 mm) Wide: 2:1 width to depth ratio; maximum 1/2 inch joint depth.
- C. Install bond breaker where joint backing is not used.
- D. Apply primer where required for sealant adhesion.

- E. Install sealants immediately after joint preparation.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool exposed joint surface flat.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Require sealant manufacturer to be present at project site to:
 - 1. Observe sealant mockup installation and to issue reports of observations.
 - 2. Conduct field pre-construction testing.

3.6 CLEANING

- A. Remove masking tape. Clean adjacent surfaces soiled by sealant installation.

END OF SECTION

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specification sections apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified including accent painting.
- B. Work includes painting and finishing of exterior exposed wood items and surfaces replaced throughout project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified under other sections of work.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- E. Following categories of work are not included as part of field-applied finish work.
 - 1. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.

2. Fed. Spec. number, if applicable.
 3. Manufacturer's stock number and date of manufacturer.
 4. Manufacturer's name.
 5. Contents by volume, for major pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degree F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degree F and 95 degree F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following manufacturers are listed as acceptable substitutions to the establish minimum standards. Sherwin Williams Products are listed as the standard of product performance and quality.
1. Sherwin Williams Paint Company (SW)
 2. Benjamin Moore and Co. (Moore).
 3. Pittsburgh Paints (PPG).
- B. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.

2.2 MATERIALS

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify owner in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. If work is begun before satisfactory conditions are met, then it shall be the Applicators' responsibility for the finish surfaces conditions.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
 3. Contractor MUST remove ALL foreign matter/material not pertinent to new paint from all surfaces before application of any new paint. Foreign matter/material includes, but is not limited to, flaking paint, tape, tacks, nails, poster gum, adhesives of any kind etc.
 4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- B. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
 1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 2. When transparent finish is required, use spar varnish for backpriming.

3. Backprime all exposed exterior wood. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
4. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. If film exists, remove film and strain paint material.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
 1. Provide finish coats which are compatible with prime paints used.
 2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness not less than specified thickness.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Prime Coats: Apply prime coat where required to be painted or finished, and which has not been primed coated by others.
 1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 1. Provide satin finish for final coats, unless otherwise indicated.
- G. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
 - 1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
 - 2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each day.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 EXTRA STOCK

- A. Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
 - 1. Paint: Furnish not less than one gallon for each type and color, applied.

3.8 EXTERIOR PAINT SCHEDULE

- A. **GENERAL**
 - 1. Paint all new roof penetrations at roof areas, including roof attic ventilators and exhaust fan housings.
 - 2. General: Provide the following paint systems for the various substrates, as indicated.
- B. **EXTERIOR METALS**
 - 1. Ferrous Metal.
 - a. Alkyd Gloss Enamel Finish.

- i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
- ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
- iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
- iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
- b. *(Contractor Option)* Waterbased Alkyd Gloss Enamel Finish.
 - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
 - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
 - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
 - iv. 3rd Coat: S-W Pro Industrial Water-based Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 – 1.7 mils dry per coat).

C. EXTERIOR WOODWORK

- 1. Painted Woodwork.
 - a. Exterior Acrylic Latex Gloss Finish.
 - i. 2 finish coats over primer with total dry film thickness of not less than 5.0 mils. Back prime all trim.
 - ii. 1st Coat: S-W Exterior Oil-Based Wood Primer, Y24W08020 (4 mils wet, 2.2 mils dry).
 - iii. 2nd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series.
 - iv. 3rd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series (4 mils wet, 1.5 mils dry per coat).

END OF SECTION

DRAWINGS

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Amerson Roofing, Inc. 2125 Cary St. Flomaton Alabama, 36441, hereinafter called the Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 N., Ste. 800, Plymouth, MN 55441, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum Ninty-Five Thousand Three Hundred Forty-Three and 00/100 (\$ 95,343.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Special Events Office (311 Call Center) – Re-roofing (MX-014-25) 2900 Dauphin Street, Mobile, AL 36606, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15 day of May, 2025.

CONTRACTOR AS PRINCIPAL
Company: Amerson Roofing, Inc.
(Corporate Seal)

SURETY
Company: Atlantic Specialty Insurance Company
(Corporate Seal)

By: Maurice Square
(Signature)
Name and Title: Maurice Square, President

By: Mike Gardner
(Signature)
Name and Title: Mike Gardner, Attorney-in-Fact

Resident Agent: Mike Gardner
(Signature)
Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115
Phone and Fax: Ph: (678) 297-5566 * Fax: (678) 297-0179

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Amerson Roofing, Inc. 2125 Cary St. Flomaton Alabama, 36441, as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 N., Ste. 800 Plymouth, MN 55441, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Ninty-Five Thousand Three Hundred Forty-Three and 00/100 (\$ 95,343.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Special Events Office (311 Call Center) – Re-roofing (MX-014-25) 2900 Dauphin Street, Mobile, AL 36606, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Mike Gardner **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15 day of May, 2025

CONTRACTOR AS PRINCIPAL

Company: Amerson Roofing, Inc.
(Corporate Seal)

By: Maurice Square
(Signature)

Name and Title: Maurice Square, President

SURETY

Company: Atlantic Specialty Insurance Company
(Corporate Seal)

By: Mike Gardner
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact

Resident Agent: Mike Gardner
(Signature)

Name and Title: Mike Gardner, Attorney-in-Fact
Company Name: Financial Surety Underwriters, LLC
Address: 4956 Sugar Pike Rd.
Canton, GA 30115

Phone and Fax: Ph: (678) 297-5566 * Fax: (678) 297-0179

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Cyra B. Peterson, Mike Gardner**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

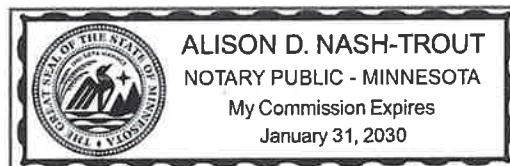
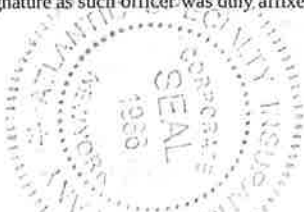
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Special Events Office
Re-roofing
Project #MX-014-25

Date: March 17, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated March 12, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications:

- Item 1. The Bid period has been extended. New Bid Opening Date is April 23, 2025. All other bidding instructions remain the same.
- Item 2. The Mandatory Pre-Bid meeting scheduled on March 25, 2025 **HAS BEEN CHANGED** and is **NOW** scheduled for Tuesday, April 8, 2025 at 9:00 am.

Drawings: N/A

RFI's: N/A

ATTACHMENTS: N/A

END OF ADDENDUM NO. 1



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Special Events Office
Re-roofing
Project #MX-014-25

Date: April 8, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated March 12, 2025. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications:

- Item 1. The Pre-Bid Meeting Agenda *with no Modifications* and Attendance Roster dated November 7, 2024, are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions. ***(no modifications noted)***
- Item 2. The project manual states “Contractor shall provide a ten (10) year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents”; should be corrected to **five (5)** year Labor and Materials Warranty.

Drawings: N/A

RFI's: N/A

ATTACHMENTS:

Pre-Bid Meeting Agenda, with no Modifications
Attendance Roster

END OF ADDENDUM NO. 2



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Special Events Office
Re-roofing
Project #MX-014-25

Date: April 11, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated March 12, 2025. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications:

1. Sika Sarnafil has been accepted as an approved roofing manufacturer. No alterations to the original project documents have been requested or approved during the acceptance of this manufacturer.
2. Detail drawings No.1 and No.2 indicate the installation of 60 mil PVC membrane; however, per the project specifications, 80 mil PVC membrane should be installed at all locations with the exception of various flashings.
3. Bidders are welcome to revisit the project site to obtain any necessary information prior to the bidding process.
4. Bidders shall ensure they include all necessary unit priced items and amounts in their base bid. The unit price will be used to add or deduct from the contract depending on the amount of replacement during the project. (Note: The contractor will be required to provide photographs with measurements and document the

areas of replacement on the roof plan for any unit price replacement items. Undocumented unit price replacement items may not be approved for payment to the contractor.)

5. Bidders should review the contractor requirements in the specifications regarding the steep and low slope re-roofing work. The owner reserves the right to reject a bid from an unqualified contractor during or after the bid process. Bidders will be required to submit all necessary qualifications prior to the award of a contract.
6. All specific products / materials identified in the project specifications have been utilized as a “Basis of Design”. Additional manufacturers and products will be considered for approval, if properly submitted for substitution. All products must meet the requirements of the project documents with no additional alterations required for installation.
7. The contractor shall provide a safety “flag man” on the ground at all times during groundwork activities. This flag man shall be in addition to the crane / equipment operator and shall direct any foot or automobile traffic around or away from the groundwork area.
8. Mechanical, electrical, and/or plumbing work required throughout the contract will be the responsibility of the contractor. The contractor will be responsible for scheduling and coordinating any required work with other trades. All work schedules must be approved by the owner.
9. The available work areas will be limited around the building. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
10. The contractor shall obtain a portable toilet to be located at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.
11. The contractor shall submit any non-workdays due to inclement weather or inability to work due to a scheduled event on a **Weekly Basis** to the owner and consultant. (Note: Non-workdays which are not properly submitted may result in the loss of these missed days.)

Drawings: N/A

RFI's: N/A

ATTACHMENTS: N/A

END OF ADDENDUM NO. 3

Special Events Office
Re-roofing
MX-014-25

MANDATORY PRE-BID CONFERENCE

9:00 am April 8, 2025
2900 Dauphin, Mobile, Alabama 36606

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where a representative can be contacted if necessary. Please write legibly. Addenda will be posted on the City of Mobile Bid Website under the Project. <https://www.cityofmobile.org/bids/>
Please check this website for all Addenda prior to submitting your bids. Acknowledge all Addenda on your bid form.
2. Introductions: Jody Russell, City of Mobile Project Manager
David Lee, Senior Roof Consultant, RAM, Inc.
Tony Weaver, Roof Consultant, RAM, Inc.
3. Discussion of Scope of Work.
 - a. The project shall include the replacement of the existing steep and low sloped roof systems and associated flashing components throughout the Special Events Office per the project documents, existing conditions and manufacturer requirements.
 - b. Protect existing building and site along with furniture, cars, and plantings through the course of construction. Present protection plan for protection items that cannot be moved to Owner and Project Manager.
 - c. Limited access to the site will be allowed for dumpsters, lifts, cranes, etc. Present staging plan for use of site for approval prior to construction.
 - 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 to ensure they are eligible to bid and construct the Work.
 - f. The construction period, including the submittal and ordering of materials is seventy (70) calendar days. This period includes expected rain days. See Project Manual for process of submitting rain days for approval, and what conditions qualify as rain days.
 - g. Contractor's labor and materials warrantee is five (5) years. Manufacturer's warranty is in addition to this. Project Manual states ten (10), will be corrected in a following Addendum.
 - h. Contractor shall have access to the site M-F during daylight hours. Weekend work, if desired, shall be requested in writing and approved in advance in writing by Project Manager.
 - i. Any utility interruption should be requested in writing at least 72 hours in advance, and interruptions shall be approved in writing by Project Manager. Because of the functions of the various buildings, desired utility interruptions may be refused. Please schedule interruptions well in advance to accommodate everyone's schedule.

- j. Contractor shall keep an exceptionally clean site. The Office will continue to operate during normal business hours as other interior construction will be taking place during this project. All Construction and lay down areas must be protected from public and staff. The City is not responsible for security of Contractor's materials or equipment. The parking lot shall be swept for nails daily with a magnet.
- k. Contractor may utilize without cost and in moderation the facility's power and water. Contractor shall provide their own power cords, hoses, etc. Contractor may not use restroom facilities of the facilities. Contractor shall provide a port-a-potty and handwashing station.
- l. Contractor shall submit for approval a staging plan for dumpster locations, port-a-potty and hand washing station, materials staging, lift placement, etc.
- m. Protect all concrete sidewalks, pads, paving, landscaping, fences, and other site items. The contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. Planting materials shall be replaced. It is advised that the Contractor document the area before beginning Construction.
- n. Access to the roof during construction shall be from the exterior only. Workers may not access through the building. In the rare event a Contractor needs to enter the facilities, workers shall wear identifying T-shirts and name tags, and shall be always masked while in the building. Construction dust shall be always minimized, particularly in the interior. Contractors shall schedule with the building managers in advance for interior access.
- o. The site is a non-smoking site; workers may not smoke on site at all. Remove to the public sidewalk to smoke.
- p. 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.
- q. 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.
 - iii. Note all exterior washing/cleaning activities requires an approved submittal thru the City of Mobile Environmental Department.
- r. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to David Lee via e-mail dlee@roof-asset.com by 3:00 PM 5 days before the bid opening. Answers will be given through written Addendum only.
- s. Official clarifications or corrections will be made by written addendum shall be posted on the COM bidding website.
- t. Substitution requests shall be made at least seven (7) calendar days prior to bid.
All substitutions for named materials must be pre-approved before the bid.

4. 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 follow 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 at each facility.
- 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.
- vi. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

5. Bidding instructions, forms, special requirements and time.

- a. Bids are due to the City Clerk's Office by 2:15PM, Wednesday, April 23, 2025. See Project Manual for additional requirements and instructions. Bids will be publicly opened in the Atrium Lobby of Government Plaza at 2:30PM.
- b. There is a \$10,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order. All proposals for allowances shall be broken out as described in the Project Documents.
- d. 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.
- e. 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.

6. 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-please review carefully all the endorsements and amounts of Builder's Risk insurance required. See Project Manual:
 - i. ALL RISK Builder's Risk coverage at each facility 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. The entire policy, along with all endorsements and riders shall be provided to the Owner.
7. Payment requirements.
 - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
 - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
 - c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.
8. Owner/City of Mobile contacts and phone numbers:
 - a. Jody Russell, 251-208-1083 City of Mobile, Project Manager/AE Dept
 - b. David Lee, 334-590-7999, RAM Inc, Senior Roof Consultant
 - c. Tony Weaver, 251-222-7421 RAM Inc, Roof Consultant
9. Walk of Site
10. Adjourn



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: Special Events Office
Re-roofing
Project #MX-014-25

Date: April 17, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated March 12, 2025. Acknowledge the receipt of this Addendum No. 4 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications: N/A

Drawings: N/A

RFI's:

Question #1: Requests that the IB Single Ply Roofing Materials be approved as an acceptable alternate to the corresponding products for the above-mentioned project.

Answer: IB is an equal substitution for the low sloped roof system on the above referenced project.

ATTACHMENTS: N/A

END OF ADDENDUM NO. 4

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.

Via email: Archnique.kidd@cityofmobile.org

251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Amerson Roofing, Inc.
Address	PO Box 956 Atmore, AL 36502
Telephone	251-280-4012
E-Mail	sandra@amersonroofing.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>3</u> Female <u>2</u> Minority _____ Non-minority _____ SDVO _____ Total #of Employees <u>5</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Maurice Square

Signature:  Date: April 22, 2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Maurice Square Title: President

Email: sandra@amersonroofing.com Phone: 251-280-4012



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Amerson Roofing, Inc. Your Bid/Proposal Amount \$ 95,343.00

Date:

04 / 22 / 2025 Description Special Events Office (Re-Roofing)

Name of Bidder/Proposer: Amerson Roofing, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Heely-Brown Company, Inc.	850-429-9061	Roofing Materials	\$49,821.00	52%	NO	
TLA Investments, LLC	850-728-0237	Shingle Roof	\$6,630.00	7%	YES	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Amerson Roofing, Inc.

Contact Person: Maurice Square Phone 251-368-5295 Email angela@amersonroofing.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

No There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

No Could not find sufficient DBEs to provide subcontracting or supplier services.

N/A DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Amerson Roofing, Inc.	
Entity ID Number	000-135-693
Entity Type	Domestic Corporation
Principal Address	505 NORTH MAIN STREET ATMORE, AL 36502
Principal Mailing Address	505 NORTH MAIN STREET ATMORE, AL 36502
Status	Exists
Place of Formation	Escambia County
Formation Date	02/22/1990
Registered Agent Name	SQUARE, MAURICE D.
Registered Office Street Address	505 N. MAIN STREET ATMORE, AL 36502
Registered Office Mailing Address	505 N. MAIN STREET ATMORE, AL 36502
Nature of Business	
Capital Authorized	\$100,000
Capital Paid In	
Incorporators	
Incorporator Name	AMERSON, O P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	AMERSON, OLIVER P JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/30/2018

Amerson Roofing, Inc.	
Capital Amounts Changed From	\$100,000 Authorized --- Paid In
Transaction Date	05/30/2018
Nature Of Business Changed From	----
Transaction Date	05/30/2018
Principal Office Changed From	ATMORE, AL
Transaction Date	05/30/2018
Registered Agent Changed From	AMERSON, O P P O BOX 956 300 W CHURCH STR ATMORE, AL 36504
Transaction Date	09/02/2021
Agent Mailing Address Changed From	AMERSON, O P PO BOX 956 ATMORE, AL 36504
Transaction Date	09/02/2021
Registered Agent Changed From	AMERSON, O P 300 WEST CHURCH STREET ATMORE, AL 36504
Transaction Date	12/07/2021
Principal Mailing Address Changed From	NOT PROVIDED ATMORE, AL
Transaction Date	12/07/2021
Principal Office Changed From	NOT PROVIDED ATMORE, AL
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	02/22/1990 Certificate of Formation 4 pgs.
Document Date / Type / Pages	06/06/2018 Articles of Amendment 2 pgs.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/07/2021 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)

Company ID Number: 503732

Approved by:

Employer Amerson Roofing Inc	
Name (Please Type or Print) Maurice Square	Title President
Signature Electronically Signed	Date 02/13/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/13/2012

Company ID Number: 503732

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Amerson Roofing Inc
Company Facility Address	2125 Cary Street Flomaton, AL 36441
Company Alternate Address	PO Box 664 Flomaton, AL 36441
County or Parish	ESCAMBIA
Employer Identification Number	631022979
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER Best Insurance Group Inc. P.O. Box 67 Trussville AL 35173	CONTACT NAME: Deborah Connell PHONE (A/C No. Ext): 205-655-2128 FAX (A/C No): 205-655-4895 E-MAIL ADDRESS: certificates@bestinsgrp.com
INSURED Amerson Roofing Inc P O Box 956 Atmore AL 36504	INSURER(S) AFFORDING COVERAGE INSURER A: Penn National Security Ins. Co. INSURER B: Penn National Mutual Casualty Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 32441 14990

COVERAGES**CERTIFICATE NUMBER:** 987471677**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CX92023413	1/1/2025	1/1/2026 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000. MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AU92023413	1/1/2025	1/1/2026 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	UL92023413	1/1/2025	1/1/2026 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EPLI			CX92023413	1/1/2025	1/1/2026 Limit: 100,000. Deductible 5,000.

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

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies shall be Primary and Non-contributory with any other insurance in force, or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Umbrella Liability.
30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

MX-014-25 Special Events Office - Re-roofing, 2900 Dauphin Street, Mobile, Alabama 36606.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P. O. BOX 1827 MOBILE AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Q. Smith</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2025

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

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

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins	FAX (A/C, No): 217-477-6772
	PHONE (A/C, No, Ext): (888)-578-5555 8417	E-MAIL ADDRESS: workersfirst@ccmsi.com
INSURED AMERSON ROOFING, INC. 2125 CARY STREET FLOMATON, AL 36441	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WorkersFirst CompFund	
	INSURER B: Midwest Employers Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
		NAIC # 23612

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X EWC005404(WC) PQAL127200(EL)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N/A				

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

Project: MX-014-25 - Special Events Office - Re-roofing, 2900 Dauphin Street, Mobile, Alabama 36606. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies except for non-payment which will remain 10 days.

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE P. O. BOX 1827 MOBILE, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **5/12/2025 - 1/1/2026**

Policy No. **PQAL127200(EL)**

Endorsement No.

Insured

Premium **0**

AMERSON ROOFING, INC.

Insurance Company

WorkersFirst Comp Fund

Countersigned by *Linda Hudgins*

WC 00 03 13

(Ed. 4-84)



Outlook

Fw: REAM REVIEW AMERSON CONTRACT ~Please save to city law file: A25-0370

From Russell, Jody <jody.russell@cityofmobile.org>**Date** Wed 5/28/2025 6:50 AM**To** Dean, Emma <emma.dean@cityofmobile.org>**Cc** McIntyre, Shannon <shannon.mcintyre@cityofmobile.org> 8 attachments (11 MB)

MX-014-25 PM.pdf; MX-014-25 Add #1.pdf; MX-014-25 Add#2 Binder.pdf; MX-014-25 Add #3.pdf; MX-014-25 Add #4.pdf; 3 MX-014-25_Amerson_ContractPack.pdf; Amerson Contract Items for Review (004).docx; 3 MX-014-25_Amerson_ContractPack.pdf;

Emma,

Below is the response from legal after I submitted through the portal. I am not sure why they would want all of the documents attached to the contract we are submitting through Civic Plus as I do not believe we have ever done that before and would be a lot of info to go through.

I tagged Shannon on here to get her input as well. If that is what we need to do then glad to just seems like it will create a big packet, larger than what we normally send through??

Thank you,

Jody Russell

Project Manager

City of Mobile, Architectural Engineering Department

(251)208-1083 office

(251)605-4921 cell



From: Alexander, Geoffrey <geoffrey.alexander@cityofmobile.org>**Sent:** Tuesday, May 27, 2025 3:17 PM**To:** Russell, Jody <jody.russell@cityofmobile.org>**Cc:** Monteiro, Cherlina <cherlina@cityofmobile.org>; Luenser, Trevor <trevor.luenser@cityofmobile.org>**Subject:** FW: REAM REVIEW AMERSON CONTRACT ~Please save to city law file: A25-0370

Jody,

Thanks for answering all the questions.

The agreement is ready to be uploaded to Civic Plus.

Please remember to upload above Article 9 documents you provided to me (AIA 201, Summary of

Work, etc)

Thanks for all you do!

Best regards,

geoffrey.alexander@cityofmobile.org

Geoffrey D. Alexander

*Assistant City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7134 - direct line
251-208-7322 - fax*

From: Russell, Jody <jody.russell@cityofmobile.org>

Sent: Tuesday, May 27, 2025 6:58 AM

To: Alexander, Geoffrey <geoffrey.alexander@cityofmobile.org>

Cc: Luenser, Trevor <trevor.luenser@cityofmobile.org>

Subject: Re: REAM REVIEW AMERSON CONTRACT ~Please save to city law file: A25-0370

Attached is the Project Manual that was posted for the project which should have all requested documents included. The addendums have also been attached.

Thank you,

Jody Russell

Project Manager

City of Mobile, Architectural Engineering Department

(251)208-1083 office

(251)605-4921 cell



From: Alexander, Geoffrey <geoffrey.alexander@cityofmobile.org>

Sent: Friday, May 23, 2025 1:36 PM

To: Russell, Jody <jody.russell@cityofmobile.org>

Cc: Luenser, Trevor <trevor.luenser@cityofmobile.org>

Subject: REAM REVIEW AMERSON CONTRACT ~Please save to city law file: A25-0370

Jody,

Please see Cherlina's items for review attached hereto.

Please call me to discuss below:

Need to answer:

Was this AIA contract, as a blank draft, included in the bid packet?

Need the following documents:

AIA 201- to review termination rights, indemnification, contractor's workmanship warranty, limitation on assignment.

Article 9 contract documents-

A201, A01, Specifications 01010-09900, Addendum 1-4

Thanks so much for all you do!

Best regards,

Geoffrey D. Alexander

*Assistant City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7134 - direct line
251-208-7322 - fax
geoffrey.alexander@cityofmobile.org*

From: Monteiro, Cherlina <cherlina@cityofmobile.org>
Sent: Friday, May 23, 2025 9:14 AM
To: Alexander, Geoffrey <geoffrey.alexander@cityofmobile.org>
Subject: RE: New Request from the REAM Department!

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Friday, May 16, 2025 11:18 AM
To: Alexander, Geoffrey <geoffrey.alexander@cityofmobile.org>
Subject: New Request from the REAM Department!

Geoffrey Alexander,

You have been assigned a new Legal Request from the REAM Department. Please see the details below:

Requested by: Thomas Joseph Russell

Email: jody.russell@cityofmobile.org

Phone: 12516054921

Request Type: Contract

If other:

Request Details: To review the signed contract by the contractor for review before routing for Council. This was completed before our meeting to discuss review prior to sending it to the contractor.

Priority: Low

Justification if high priority:

Date Entered: May 16th 2025 10:51

Proposed Due Date: May 19th 2025

Files: https://city-of-mobile.monday.com/protected_static/2237330/resources/2146177450/MX-014-25_Amerson_ContractPack.pdf

Please view the Legal Requests Monday.com Board for more information.

<https://city-of-mobile.monday.com/boards/5665979816>



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To provide \$125,000.00 funding to AAA United States, Inc. for a workforce development training center located in Mobile.

Amount of Contract:

\$125,000.00

Funding Source

C0007 City Share/Economic Development Account 2000

ATTACHMENTS:

1. Resolution - AAA United States Contract
2. FINAL Project AAA - City and County PDA 5.13.25 (002) (002)
3. CAPITAL CONTRACT SUMMARY SHEET

REVIEWERS:

Patricia Primm
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Project Agreement between the City of Mobile, Mobile County and AAA United States, Inc., for assistance in funding \$125,000.00 for a training facility for skilled and qualified workforce, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”) by and among **MOBILE COUNTY**, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), the **CITY OF MOBILE**, an Alabama municipal corporation (the “City”), and **AAA United States, Inc.**, an Alabama corporation (the “Company”). The County, the City, and the Company are each a “Party” to this Agreement and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Company has maintained operations in the City and County since 2013;

WHEREAS, in light of the Company’s success in the Mobile area, the Company selected Mobile as its U.S. National Headquarters, which continues to reside in the RSA tower in downtown Mobile;

WHEREAS, in recognition of the increasing demands for a skilled and qualified workforce in the Mobile area, the Company is investing over One Million Six Hundred Thousand Dollars (\$1,600,000.00) in a new 20,000 square foot training facility located at 3412 Demetropolis Street, Mobile, Alabama 36693 for both theoretical and practical training applications which is expected to be completed in April 2025 (the “Training Facility”);

WHEREAS, in order to fully equip the Training Facility, the Company will need to procure equipment which will allow the Company to establish the training rooms and support the Company’s aerospace and ground transportation initiatives in Mobile;

WHEREAS, the Company estimates that over the next three (3) years, it will continue to contribute to the Mobile workforce by training approximately three hundred forty-five (345) employees through its programs and initiatives in Mobile;

WHEREAS, the Company continues to be a vocal advocate for the City and County, encouraging other companies in the manufacturing industry to expand and/or relocate their businesses to the City and County;

WHEREAS, the Company intends to collaborate with local high schools and higher education institutions to promote its Training Facility and educate local Mobile students on postgraduation opportunities for advancement through the Company;

WHEREAS, in reliance on the Company’s representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City, the County, and their

respective citizens, the City and County have committed to making available to the Company certain incentives in the manner and amounts described herein subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

AGREEMENT

Capitalized terms utilized herein shall have the meaning ascribed thereto in this Agreement, unless the meanings of such terms have been otherwise specified in a different context.

1. The term of this Agreement shall commence on the date when this Agreement is fully executed by the Parties and shall terminate upon payment by the City and County of the City Contribution (as defined below) and the County Contribution (as defined below), respectively (such period, the “Term”).

2. (a) Subject to the provisions set forth herein, the City pledges to the Company a lump-sum one-time payment in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “City Contribution”) to be paid upon (i) the completion of construction of the Company's Training Facility, and (ii) the issuance of one or more certificates of occupancy for the building constructed for the Training Facility. Provided the Company is then in compliance with this Agreement, the City Contribution shall be paid to the Company in full within sixty (60) days upon written application by the Company after achieving the aforementioned requirements set forth in this Section.

(b) Subject to the provisions set forth herein, the County pledges to the Company a lump-sum one-time payment in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “County Contribution”) to be paid upon (i) the completion of construction of the Company's Training Facility, and (ii) the issuance of one or more certificates of occupancy for the building constructed for the Training Facility. Provided the Company is then in compliance with this Agreement, the County Contribution shall be paid to the Company in full within sixty (60) days upon written application by the Company after achieving the aforementioned requirements set forth in this Section.

3. The Company acknowledges and agrees that the City and County will receive recognition for all funds accepted as payment to fulfill the Contribution.

4. The Company agrees to continue its operations in the City and County and to continue its efforts to expand and enhance those operations in the City and County during the term of this Agreement to encourage and facilitate City and/or County students to seek employment in the City and/or County.

5. The Company agrees that it shall be totally responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City and County, and that all monies received under this Agreement shall be used only for the following

purpose(s): (i) acquisition of equipment that shall be used in the Company's new 20,000 square foot training facility to be located in Mobile, Alabama; and/or (ii) reimbursement or partial reimbursement to Company for equipment purchased by Company specifically for use in said training facility.

6. For each of the next three years following execution of this Agreement, the Company shall provide a detailed progress report concerning the Project to the City and County Finance Departments, which shall include (i) an accounting of how the Contributions were spent, (ii) total annual grant funding from all sources if applicable, capital infrastructure additions, and workforce development activities regarding the Project, and (iii) the total number of new hires by the Company and the number of employees placed by the Company in jobs within the City and/or County.

7. The Company agrees to permit at all reasonable times and places an audit of its books and records concerning the Project by the City and/or County's duly authorized representatives.

8. Notwithstanding any of the provisions of this Agreement, it is agreed that the City and County have no financial interest in the business of the Company, and shall not be liable for any debts or obligations incurred by the Company, nor shall the City or County be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of the Company, or sums earned or derived by the Company, nor shall the Company at any time or times use the name or credit of the City or County in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever. The Parties further acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

9. The Company, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City or County but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City and/or County may from time to time request, to indicate that it is an independent contractor. The City and County do not and will not assume any responsibility for the means by which or manner in which services by the Company, provided for herein, are performed, but on the contrary, the Company shall be wholly responsible therefor.

10. The Company acknowledges that its identity and peculiar capacity to provide the services and fulfill its obligations described hereinabove constitute a material consideration for the City and County having entered into this Agreement. Therefore, the Company shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City and County, which such consent shall be granted or denied solely at the City and County's discretion.

11. The Company hereby agrees to comply strictly with all ordinances of the City and County, the laws of the State of Alabama and the laws of the United States while performing its obligations under the terms of this Agreement.

12. The Company agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Company, the City or County may, at its option, terminate and cancel this Agreement as set forth herein.

13. The Company agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

14. The Company agrees and understands that the funding of this Agreement is provided from the City funds and the County funds. If, at any time during the City's fiscal year, the City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Similarly, if, at any time during the County's fiscal year, the County's actual revenues decrease below that amount which has been projected by the County to sustain the operating budget of the County, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Any such declaration by the City and/or the County shall not require or obligate Company to repay to City and/or to County any part of the City Contribution and/or the County Contribution which has already been received by Company.

15. Notwithstanding any of the other provisions contained in this Agreement, the City and County shall each maintain the right to terminate its respective obligations under this Agreement upon proper notice, which shall be in writing and shall be provided to the Company at least thirty (30) days prior to the intended date of cancellation. Any such termination by the City and/or the County shall not require or obligate Company to repay to City and/or to County any part of the City Contribution and/or the County Contribution which has already been received by Company.

16. The Company agrees to indemnify and hold the City and County, their elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of the Company, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City and/or County are alleged to be liable. In the event that the City and/or County, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, the Company hereby agrees to pay all of the City and County's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to the Company or the City and/or County, and these defenses and matters may be raised in the City and/or County's behalf in any action or proceeding arising from this Agreement.

17. All notices required by this Agreement or necessary to the furtherance of its purposes shall be sent through the United States Postal Service as registered first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, with a written acknowledgement of receipt available, or by telecopy (with such

telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

The City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:

Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:

C. Britton Bonner, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

The County:

Mr. Eddie Kerr
County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:

Jay Ross, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

AAA United States, Inc.:

Perry Rucker
AAA United States, Inc.
11 N. Water Street, Suite 16250
Mobile, Alabama 36602

With a copy to:

Rick La Trace, Esq.
Johnstone Adams, LLC
1 St. Louis Street, Suite 4000
Mobile, Alabama 36602

18. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

19. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

20. The Company agrees that it shall comply with all the applicable requirements of the State of Alabama Immigration Law (Act No. 2011-535, as amended by Act No. 2012-491, Alabama Code (1975) § 31-13.1, *et. seq.*; see § 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Company's documentation of enrollment in the E-Verify Program. By signing this contract, the Company affirms, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, if the Company is found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Remainder of Page Blank – Signature Page to Follow]

*Signature Page for Project Agreement
by and among AAA United States, Inc., Mobile County, and the City of Mobile*

AAA United States, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____ }

}

COUNTY OF _____ }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, as _____ of AAA United States, Inc., an Alabama corporation, and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission Expires: _____

*Signature Page for Project Agreement
by and among AAA United States, Inc., Mobile County, and the City of Mobile*

ATTEST:

MOBILE COUNTY COMMISSION

Eddie Kerr
County Administrator

Merceria Ludgood, Commission President

*Signature Page for Project Agreement
by and among AAA United States, Inc., Mobile County, and the City of Mobile*

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert
City Clerk

William S. Stimpson, Mayor

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City Share/Economic Development
AAA United States, Inc. Funding for Workforce Deve. Facility

CAPITAL PROJECT # C0007 DATE OF RECEIPT 5/29/25

DEPT. PROJECT # Account 2000

PROJECT DESCRIPTION ~~building~~ funding \$125,000.00

City Share / Econ. Development Incentives
CONTRACT AMOUNT \$125,000.00

VENDOR NAME AAA United States, Inc.

VENDOR NUMBER (not available at the moment) Will have before funding dispersed.

DEPT # _____ DEPT NAME City Mayor's Office

CONTRACT ADMINISTRATOR Mayor's Office

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	<u>Funding Contract</u>
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N ✓; 5% of the 1st 50% ___ or If different, indicate special rate _____

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

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

Prepared by: Jish Prim Date 5/29/25

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 3, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Added on 6/2 at the request of President Small and the Administration

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Loan Agreement Jimmy Buffett Exhibit
2. Jimmy Buffett 1990 Trust City of Mobile(60532496.1)_KP
3. Copy of Copy of JB Inventory_js

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Loan Agreement between the City of Mobile and James W. Buffett Declaration of Trust 1990, for items on loan to the City to create an exhibit which honors Jimmy Buffett for the public to enjoy, which is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

INCOMING LOAN AGREEMENT

THIS INCOMING LOAN AGREEMENT ("**Agreement**") is made this first day of June, 2025 ("**Effective Date**"), by and between **CITY OF MOBILE, ALABAMA**, an Alabama municipal corporation (the "**City**") and the James W. Buffett Declaration of Trust 1990, as amended _____, a Florida Trust (the "**Lender**"), as follows:

1. Loan Purpose:

The purpose of this Agreement is to donate to the City the item(s) listed in **Exhibit A** ("**Item**" or "**Items**," as applicable), attached hereto and incorporated herein by reference (the "**Loan**") for the City to create an exhibit for the public to enjoy, which honors Jimmy Buffett and memorializes his career, his character, and his life on the Gulf Coast ("**Buffett Exhibit**").

2. Loan Term:

The Loan shall be for a period of three (3) years from the Delivery Date, as defined in **Section 5** below ("**Initial Loan Term**") unless either Party hereto provides notice to the other Party of its desire to terminate this Agreement and said notice is given in writing at least thirty (30) days prior to the termination date stated in therein ("**Termination Notice**"). Either Party hereto may terminate this Agreement at any time by providing the Termination Notice, except that Lender's right to terminate shall be limited as described in **Section 10** below.

3. Automatic Renewal:

(a) Upon the expiration of the Initial Loan Term, this Agreement shall:

_____ terminate and City must return the Item(s) in the manner required herein.

X thereafter automatically renew on an annual basis (each renewal year being referred to herein as "**Renewal Period**") unless: (i) either Party provides notice to the other Party of its intent not to renew and said notice is given in writing at least thirty (30) days prior to the upcoming annual renewal date; or (ii) the Agreement is otherwise terminated as permitted herein.

- (b) If a Party provides the notice described in (a), this Agreement shall terminate at the end of that current Renewal Period and the Item(s) shall be returned to Lender as provided in **Section 8**.
- (c) "Loan Term" shall be used herein to refer to either the Initial Loan Term or any current Renewal Period.

4. Exhibition Location:

National Maritime Museum of the Gulf shall be the museum selected by the City to host the Buffett Exhibit. The City shall not move the Buffett Exhibit to any other location, unless the City delivers notice to Lender at least thirty (30) days prior to the Transfer Date pursuant to **Section 10** below and only if the Lender approves in writing. The "**Transfer Date**" as used herein shall mean the effective date of the City's outgoing loan agreement with the new museum.

5. Delivery to City:

- (a) Lender shall arrange for the Item(s) to be delivered to the City on or before May 28, 2025.
- (b) The Item(s) shall be delivered to the City by the Lender using the following delivery service: **Staff member of the National Maritime Museum will personally transport items.**
- (c) The delivery shall be accepted and signed for by a representative of the City whose contact information is set forth below: Karen Poth, Executive Director of the National Maritime Museum of the Gulf.
- (d) The City's address for delivery purposes shall be: 155 South Water Street, Mobile, Alabama 36602. Designated Representative of the Museum shall be Bayne Dunaway, whose email address is: bayne.dunaway@cityofmobile.org. The phone number is 251-208-1043.

6. Insurance:

- (a) The Lender has the right, but no duty, to purchase insurance to cover any or all aspects of this Agreement.
- (b) The City is a self-insured municipal entity and expressly agrees to insure the items on loan to it in accordance with this Agreement, which must include and cover the following:
 - (iii) The Lender shall have the right to approve the per occurrence limits and the aggregate limits of such insurance.

7. Shipping / Transportation:

- (a) The City and Lender shall work together to ensure Item(s) are delivered in the manner described above.
- (b) Whenever the Item(s) are being transported during the Loan Term, a representative of the City and/or a Lender representative may act as courier to transport the Item(s) to the City's delivery address above. If the Item(s) are personally delivered by Lender, the representative(s) authorized to receive the Item(s) on behalf of the City must be identified by the City in advance and in writing.
- (c) The Party responsible for delivery of the Item(s) at the beginning of the Initial Loan Term and for the return of the Item(s) agrees to package the Item(s) in a manner reasonably expected to prevent damage and complies with the packaging and shipping requirements described in **Exhibit B** attached hereto and incorporated herein by reference.

- (d) During the Loan Term, or if Lender must store the Item(s) pursuant to **Section 8** below, the Item(s) shall only be stored in a climate controlled storage unit.

8. Return of Loans:

- (a) The return of the Item(s) to Lender shall take place no later than three (3) weeks after either the end of the Loan Term or the earlier termination of this Agreement as provided herein. The Item(s) shall be returned to Lender, at an address confirmed by Lender, by either shipment via carrier service, unless otherwise agreed upon later by the parties hereto in writing.
- (b) However, City shall not be obligated to return the Item(s) to Lender if City is unable to establish contact with the Lender to confirm return address information. If City's efforts to contact Lender within a commercially reasonable period of time following the termination or expiration of the Loan Term are unsuccessful, the Item(s) shall be placed in storage at the Lender's risk and expense.
- (c) Lender agrees that if after three (3) years from the expiration or earlier termination of the Loan Term, Lender or the personal representative of Lender's estate does not take physical possession of the Item(s), the Item(s) shall be deemed an unrestricted gift to the City, and the City shall be the sole owner of the Item(s), with the absolute right to lease, assign, or otherwise transfer the Item(s) to third parties in the City's sole discretion.

9. Costs:

The City shall be responsible for all costs incurred in the delivery of the Item(s) to City, the storage of the Item(s), the return of the Item(s) to Lender, any additional transport of the Item(s) that occurs during the Loan Term, costs of storing the Items under **Section 8**, and any other costs specified in **Exhibit A**.

10. Transfer of Buffett Exhibit:

- (a) The City shall have the right to transfer the Buffett Exhibit, with the Item(s), to a new host venue ("**Outgoing Loan**") by providing Lender notice of the transfer least thirty (30) days prior to the Transfer Date (as defined in **Section 4** above). Such notice shall include: the new location, the Transfer Date, the expiration date of the Outgoing Loan, and the approximate date that City intends to deliver the Item(s) to the new location.
- (b) If Lender does not provide City with notice to terminate this Agreement within the thirty (30) days prior to the Transfer Date, Lender shall be deemed to have: (i) consented to the transfer; and (ii) temporarily waived its right to terminate this Agreement until the expiration date of the Outgoing Loan.
- (c) City agrees to require any borrower under an Outgoing Loan to comply with any requirements handling and shipping requirements identified in **Exhibit B**, if any.

11. Liability and Damages:

Upon any damage to Item(s), or the destruction, loss or theft thereof, the City shall immediately contact the Lender by telephone, followed by written confirmation describing the extent and circumstances surrounding the mishap.

12. Warranty of Title:

Lender warrants that it is the legal owner of the Item(s) and that the Item(s) are not subject to ownership claims of any other person, institution or domestic or foreign governments. If Lender enters into any agreement to sell the Item(s), Lender must provide notice to the City at least thirty (30) days prior to the date the Item(s) are to change ownership.

13. Digitization, Rights, and Reproduction:

- (a) The City shall not, without a written consent of the Lender, photograph, digitize, or otherwise reproduce the Item(s) for

its records, research use, publications and other marketing materials, or online platforms including the City's website and social media accounts provided City does so to further the purpose of the Loan.

- (b) The City shall not grant to any entity not affiliated with the City the right to photograph the Item(s), unless the City obtains prior written consent from the Lender.
- (c) Any conveyance of, or license to use, intellectual property owned or managed by Lender shall be governed by a separate agreement entered into by City and Lender.

14. Notice Addresses:

Unless specifically stated otherwise herein, all notices required by this Agreement shall be sent to the following addresses:

If to Lender:

The James W. Buffett Declaration of Trust 1990, as amended
Jane Buffett
20 Actor Colony Road
Sag Harbor, New York 11963
janebuffett@margaritaville.com

and

Rick Mozenter
1880 Century Park East
Suite 1600
Los Angeles, California 90067
Email: rmozenter@grflp.com

with copy to:

Jeffrey M. Smith
Greenberg Traurig, LLP
3333 Piedmont Road
Suite 2500

FORM INCOMING LOAN AGREEMENT

Atlanta, GA 30305
Email: smithj@gtlaw.com

If to the City of Mobile:

Ms. Karen Poth
Executive Director
National Maritime Museum of the Gulf
155 South Water Street
Mobile, Alabama 36602
Email: karen.poth@cityofmobile.org

with copy to:

Attn: _____

Any updates to notice addresses shall be provided to the other Party in writing.

15. Indemnification:

To the fullest extent permitted under applicable law, each Party hereto agrees to indemnify, hold harmless, and defend the other, its agents, officers, directors, shareholders, successors, licensees, assigns, and related entities from any and all claims, allegations, actions, suits, demands, liabilities, losses, expenses, fees, and costs and charges of any kind, including but not limited to, attorneys' and investigation fees (collectively, "**Costs**"), relating in any way whatsoever to, or arising from, either directly or indirectly, this

Agreement, the use or misuse of the Item(s), damage to Item(s), and/or the acts or omissions of the indemnifying Party or its affiliates, including, but not limited to, those Costs arising from any direct, incidental, special, or consequential damages arising from this Agreement.

16. Force Majeure

- (a) If either Party to this Agreement is prevented, hindered or delayed in the performance or observance of any of its obligations hereunder (except for non-payment) by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, pandemic, or other circumstance beyond its control, and such delay could not have been prevented by commercially reasonable precautions and cannot commercially reasonably be circumvented by the Party through the use of alternative sources or means, then such Party shall be excused from further performance or observance of the obligation so affected:
 - (i) for as long as such circumstances shall prevail; if
 - (ii) such Party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible.
- (b) The Party so delayed shall promptly notify the other party and describe the circumstances causing such delay.

17. No Assignment:

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party hereto, except as provided in **Section 10**. This Agreement shall inure to the benefit of the heirs, executors, administrators, successors, assigns, or other personal representatives of either Party hereto.

18. Governing Law, Venue and Dispute Resolution:

The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions.

The Parties agree that any dispute between them shall be decided in arbitration with JAMS in Atlanta, Georgia, before one arbitrator using JAMS then-existing commercial arbitration rules.

19. No Third-Party Beneficiaries:

No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties and their respective successors and assigns.

20. Entire Agreement:

This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by City and Lender.

21. Covenant of Good Faith and Fair Dealing

This Agreement is governed by the covenant of good faith and fair dealing.

22. Standard of Care

Unless another standard of care is expressly stated to control, all duties shall be evaluated based on the standard of commercially reasonable, whether so stated or not in a sentence.

[Signatures Begin on Following Page]

FORM INCOMING LOAN AGREEMENT

CITY:

CITY OF MOBILE, ALABAMA,
a municipal corporation

By: _____
Name: William S. Stimpson
Title: Mayor

Attest:

By: _____
Lisa C. Lambert

LENDER:

The James W. Buffett Declaration of Trust 1990, as amended a Florida Trust:

By: _____
Name: _____
Title: _____

EXHIBIT A

#	Item	Condition	Insurance Value	\$ Value Assigned to Item by Lender
1.				

Description of additional costs that City is responsible for, in addition to those listed in Section 9 of the Agreement (if none, please say N/A):

Photos of Item(s) _____ are / _____ are not attached hereto.

EXHIBIT B

PACKAGING, SHIPPING, AND HANDLING REQUIREMENTS

_____ shall:
(insert "Lender" or "City", whichever is responsible)

Artifact Inventory - Jimmy Buffett Exhibition				
Date	Accession Number	Quantity	Description	Condition
5/23/2025	2025.JB.001	3	Foam Rocks with handles - stage dressing	good - few dings
	2025.JB.002	1	Landshark Lawn Chair	good
	2025.JB.003	2	Fender Amp and case	poor - does not work - foam in case is dry rot -
	2025.JB.004	1	shipwreck flat - front of boat	good

	2025.JB.005	1	shipwreck flat - back of boat	good
	2025.JB.006	2 pieces	Martaritaville Bar	fair - shows wear - graphics peeling
	2025.JB.007	2	Margaritaville Audio.com Crateseach includ	fair - shows wear
	2025.JB.008	2	fake peers - stage dressing	good shape
	2025.JB.009	1	keg with fake ice	good
	2025.JB.010	1	ship's wheel	missing one handle - good
	2025.JB.011	1	Danger Parrot Overhead sign	good shape - some scuffs
	2025.JB.012	1	Margarita Zone sign	good shape - some scuffs

	2025.JB.013	1	cornhole set with 8 beanbags	fair shape. Well worn. Beanbags very dirty
	2025.JB.014	2	Landshark beer coolers - no lids	scuffed/dented
	2025.JB.015	2	Landshark beer coolers with lids	scuffed/dented
	2025.JB.016	17	beer buckets	mixture
	2025.JB.017	1	fake log	dinged up - fair
	2025.JB.018	1	surfboard - yellow stripe.	good
	2025.JB.019	1	Caution Landsharks sign	good
	2025.JB.020	1	Caution Parrotheads at play sign	good
	2025.JB.021	1	Tiki Head tool case, extension cords, tape	good
	2025.JB.022	1	Old Red hand painted sign	some wear/chipping

	2025.JB.023	1	Jimmy Buffett handpainted sign	some wear/chipping
	2025.JB.024	1	Changes in Latitude sign	good
	2025.JB.025	1	Frog wall hanging with light	good
	2025.JB.026	1	Pink road case	good
	2025.JB.027	2	Large wardrob case	good
	2025.JB.028	5	clothes racks	good
	2025.JB.029	1	"Flip Flop Repair Shop" sign	good
	2025.JB.030	1	"Flip Flop Repair Shop" sign	very worn
	2025.JB.031	2	Son of a Sailor life preservers	possible pest damage/pieces missing

	2025.JB.032	7	boat bumpers - multi colors	good
	2025.JB.033	1	pelican	good
	2025.JB.034	4	seagulls	good
	2025.JB.035	3	seagull bases - boards with velcro	good
	2025.JB.036	1	net with 3 crabs and 3 lobsters	good
	2025.JB.037	1	bag full of Margaritaville Flip Flops	good
	2025.JB.038	1	Surf Board - with stand - Jimmy Buffett	good
	2025.JB.039	1	Giant Question Mark	good

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Picture	Location
https://www.dropbox.com/scl/fi/yvr1p0f9xcxw6	NMMOG Storage 1
https://www.dropbox.com/scl/fi/8ned55ftfgazexxuguwc/IMG_2025.JB.001B.jpg?rlkey=md1nu5ch5i6bdchlogicmc43v&st=udj7h532&dl=0	
https://www.dropbox.com/scl/fi/urqk54bpazcxwrjzu7vnp/IMG_2025.JB.001C.jpg?rlkey=in2p5vypjthw2fnecnp1wwrc0&st=zby5avc8&dl=0	
https://www.dropbox.com/scl/fi/rwe3jsf2t6q7lc	NMMOG Storage 1
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https://www.dropbox.com/scl/fi/9cah3je2oz3vo	NMMOG Storage 1
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https://www.dropbox.com/scl/fi/6r7xyuojlgy4vs	NMMOG Storage 1
	NMMOG Storage 1
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https://www.dropbox.com/scl/fi/mvi408q27q3c	NMMOG Storage 1

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R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Haktan Ahmed, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: _____

Haktan Ahmed

Mobile Business Address: _____

Telephone _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle,



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

Notary Public



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

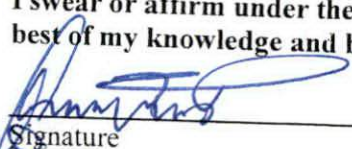
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.


Signature

Date Signed

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

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Day Trip LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Kahtan H Ahmed

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

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:
- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
 - ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
 - ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)
6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
- The undersigned specify 4 / 18 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 36 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)
- ☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

<u>4 / 18 / 2025</u> Date (MM/DD/YYYY)	<u>Kahtan H Ahmed</u> Signature as required by 10A-5A-2.04 <u>Member</u> Typed title (organizer or attorney-in-fact)
---	---

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



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

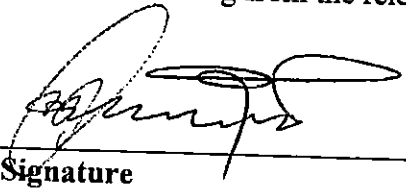
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

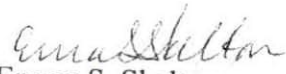
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
163250031

AHMED, KAHTAN HAZAM

AL0020000

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL0020000

4/21/25

Bonnie Laramie

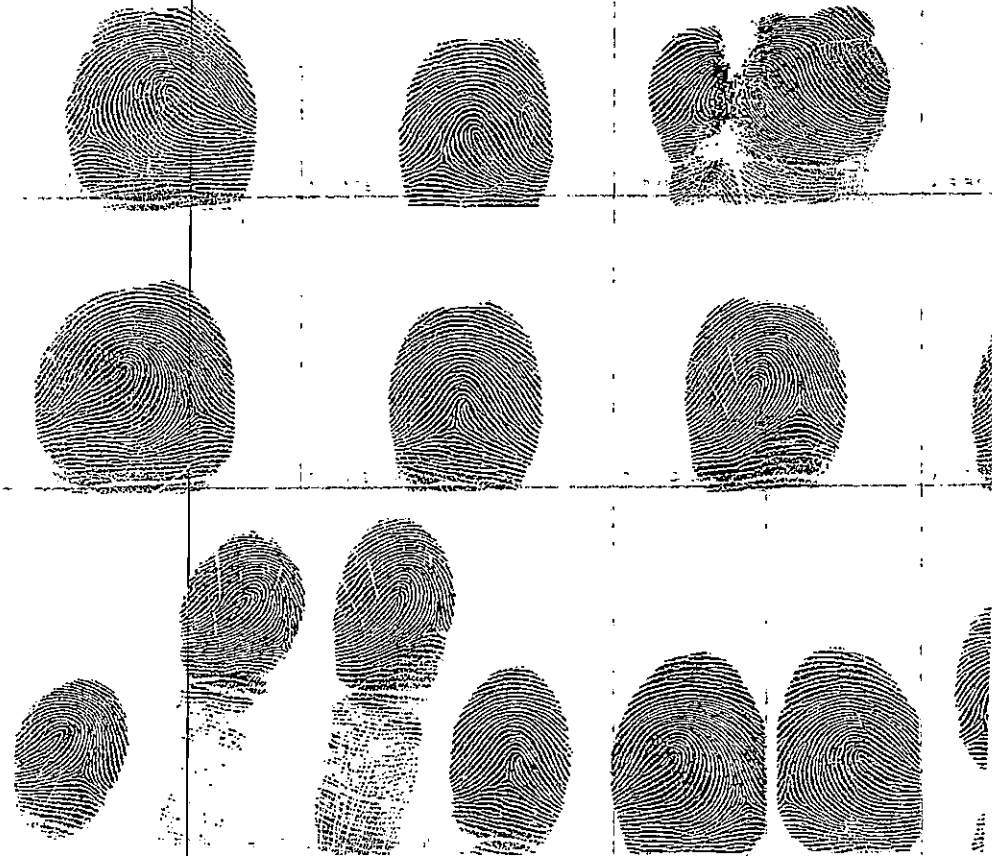
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APPLICANT SCREENING





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

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4657859. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

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

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

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

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

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

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

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-18-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4657859
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR

Wes Allen
Secretary of State

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

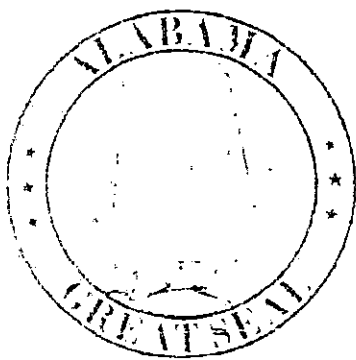
STATE OF ALABAMA

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

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

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



RES214395

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

April 18, 2025

Date

Wes Allen

Secretary of State