



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 10, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Chaplain Ariff Bradley, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

May 27 & June 3, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Mary Tate for a waiver of the Noise Ordinance at Tricentennial Park on July 18, 2025, from 4:00 p.m. - 8:00 p.m. (District 1).

Request of Mary Tate for a waiver of the Noise Ordinance at Tricentennial Park on July 19, 2025, from 3:00 p.m. - 7:00 p.m. (District 1).

Request of Tramain Coats for a waiver of the Noise Ordinance at Trinity Gardens Park on October 26, 2025, from 9:00 a.m. - 4:00 p.m. (District 1).

Request of Wendell Rankin for a waiver of the Noise Ordinance at 305 MAMGA Drive on June 21, 2025, from 2:00 p.m. - 6:00 p.m. (District 2).

Request of Loretta Willaims for a waiver of the Noise Ordinance at 1010 Colonial Court on June 28, 2025, from 2:00 p.m. - 9:00 p.m. (District 2).

Request of Joy Brookins for a waiver of the Noise Ordinance at 115 N. Pine Street on July 5, 2025, from 9:00 a.m. - 8:00 p.m. (District 2).

Request of Silvia Skultety for a waiver of the Noise Ordinance at Mardi Gras Park on October 11, 2025, from 1:00 p.m. - 9:00 p.m. (District 2).

Request of Kayla Phillips for a waiver of the Noise Ordinance at Checkers parking lot on DIP on July 19, 2025, from 10:30 a.m. - 5:00 p.m. (District 3).

Request of Kayla Phillips for a waiver of the Noise Ordinance at Trimmier Park on July 20, 2025, from 12:00 p.m. - 4:30 p.m. (District 3).

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 St. John Lodge #2 for a waiver of the Noise Ordinance at Langan Park on Setepmber 27, 2025, from 10:00 a.m. - 4:00 p.m. (District 7).

Request of Patricia Johnson for a waiver of the Noise Ordinance at Langan Park on June 14, 2025, from 10:00 a.m. - 2:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 2005 Old Bay Front Drive and

4182 Commanders Drive from R-1 to I-2 (District 3).

Public hearing to amend the Unified Development Code by adding Article 15 "Historic Avenue Overlay".

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Marcus Mitchell, Mobile Public Library - will introduce Juree Hall as the new Director.

Rodney Toomer - teen violence in our community.

William Perryman, Jr. - requests a street closure and safety measures near his home due to violence.

Sabrina Mass - gun violence and State law related to gun permits.

Reggie Hill - public safety, bid regulations, and economic development.

12. CIP RESOLUTIONS HELD OVER

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.).

13. RESOLUTIONS HELD OVER

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.).

08-784 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.).

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).

14. ORDINANCES BEING INTRODUCED

64-029 Consider rezoning property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1 to I-2 (sponsored by Councilmember Small).

64-030 Amend the Unified Development Code by adding Article 15 "Historic Avenue Overlay" (sponsored by Mayor Stimpson).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-792 Re-appoint Haley Van Antwerp to the Mobile Museum of Art Board (sponsored by Councilmember Gregory).

09-793 Transfer funds from District 2 Discretionary Account to Parks & Recreation to assist with the Learning Tree Basketball Tournament (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-794 Transfer funds from District 5 Discretionary Capital Account to Grants Project G_TAPVOS to assist with Village of Springhill sidewalks (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

27-795 Give Notice of Election of Municipal Officers and establish voting center locations for the August 26, 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

27-796 Appoint Lisa C. Lambert as Chief Election Officer for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

27-797 Approve pay for Lisa C. Lambert to serve as the Absentee Election Manager for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

31-798 Authorize the Mayor to apply, accept and receive a grant from the Pipeline and Hazardous Materials Safety Administration for the FY 2025 Pipeline Emergency Response Grant; \$250,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

60-799 Approve award of special bonus to the City Clerk's Office employee of the

month; White (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

60-800 Approve award of special bonus to the Public Works Employee of the Month; Gullett (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Director).

60-801 Determine an appropriation to Youth on the Winning Side serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-802 Determine an appropriation to Opportunities 4 Entertainment serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-803 Determine an appropriation to Marching Cougars Band serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

03-821 Confirm the appointment of Ken Kvalheim to the Mobile Housing Authority Board (sponsored by Mayor Stimpson).

16. RESOLUTIONS BEING INTRODUCED

01-804 Authorize Landfill Accounting Agreement with the Solid Waste Disposal Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-805 Approve purchase order to Business Oriented Software Solutions, Inc. for subscription to incident reporting and management software; \$19,950.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-806 Approve purchase order to Carrier Corporation for rooftop climate unit for the Cruise Terminal; \$24,998.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-807 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Cargo Van for Museum of Art; \$50,688.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-808 Approve purchase order to Sunbelt Fire, Inc. for 30 sets of fire bunker gear; \$146,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

Dept.).

08-809 Approve purchase order to The Green-Simmons Company, Inc. for installation of fencing and gates at Hurtel Street parking area; \$48,951.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-810 Approve purchase order to Truck Equipment Sales, Inc. for five Ford extended cab pickup trucks; \$301,265.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-811 Transfer funds from Grant Project Dauphin St. Intersection Improvement to Grant Project STPM7533 for Dauphin Street improvements from Sage Ave. to Rimes Rd.; \$125,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

09-812 Transfer funds from Capital Project Langan Park Lake Dredging to Grant Project Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project; \$253,600.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

09-813 Transfer funds from Capital Project Langan Park Storm Water to Grant Project Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project; \$221,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

09-814 Transfer funds from Capital Project Capital Improvement Reserves to Capital Project Civic Center Parking Facility (\$150,000.00) and funds from Capital Project Civic Center Marketing to Capital Project Civic Center Parking Facility (\$150,000.00) (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

09-815 Authorize funding order for use of funds for new Mobile Arena remaining construction costs (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

21-816 Authorize Contract with Moffatt & Nichol, Inc. for construction engineering and inspection services for the Mobile Riverfront Redevelopment Project; \$326,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program and Project Mgmt.).

60-817 Authorize Settlement Agreement and Release of Claims; Populus (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-819 Authorize Amendment #2 to the Professional Program Management Services Agreement with Volkert, Inc.; \$33,750.00 increase (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-820 Authorize the Foreign Trade Zone Operator Agreement for operator services with Merchants Transfer Company (sponsored by Mayor Stimpson) (submitted by Ricarod Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-818 Call for public hearing to consider rezoning property located at 720 Museum Drive from R-1 to B-2 (scheduled for July 15, 2025) (District 7).

18. ANNOUNCEMENTS

OFFICIAL RECORDS

2025 JUN -4 PM 3:55



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-98-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 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: Mary Tate

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (864)621-9815

Organization (if applicable) Mobley Family Reunion

Mailing Address of Applicant 1211 Pet Sites Road - Chapin, SC 29036

Telephone No. (864)621-9815 E-mail address marytate357@gmail.com

Location or address of event where amplification will be used:

Richardson Park - 121 Lake Drive - Mobile, Alabama 36617

Date of Event: 07/18/2025 Starting Time: 4:00 pm Ending Time: 8:00 pm

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

Type of Event: Fish Fry - Mobley Family Reunion

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

CITY OF MOBILE DEPARTMENT OF PUBLIC SAFETY

2025 JUN -4 PM 3:53



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Organization (if applicable) Mobley Family Reunion

Mailing Address of Applicant 1211 Pet Sides Road - Chapin, SC 29036

Telephone No. (864)621-9815 E-mail address marytate357@gmail.com

Location or address of event where amplification will be used:

Richardson Park - 2121 Lake Drive - Mobile, Alabama 36617

Date of Event: 7/19/2025 Starting Time: 3:00 pm Ending Time: 7:00pm

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

Type of Event: Mobley Family Reunion - Cookout / Picnic

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

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Name of Applicant: Tramain Coats

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 767-4929

Organization (if applicable) Nazaree Full Gospel Church

Mailing Address of Applicant 1695 W I65 Service Rd, N Mobile AL 36618

Telephone No. 2517674929 E-mail address music@nazaree.org

Location or address of event where amplification will be used:

Trinity Gardens Park & Amphitheater

Date of Event: 10-26-25 Starting Time: 9am Ending Time 4pm

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

Type of Event: Worship Service & Community Fun Day

Do you plan to sell alcohol at this event? _____ YES ☒ _____ NO **CITY CLERK'S OFFICE**

Music containing obscene language or profanity is prohibited MOBILE, AL

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

P. O. Box 1827 Mobile, AL 36633

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TH, JUN 5, AM 8:22 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: WENDELL C RANKIN

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2513828214

Organization (if applicable) MAMGA

Mailing Address of Applicant 305 Magma Drive Mobile AL 36603

Telephone No. _____ E-mail address wenrank70@gmail.com

Location or address of event where amplification will be used:

305 Magma Drive Mobile AL. 36603

Date of Event: 06/21/25 Starting Time: 2pm Ending Time 6pm

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

Type of Event: Magma Fest "A Juneteenth Celebration Block Party"

CITY CLERK'S OFFICE

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

MOBILE, AL

Music containing obscene language or profanity is prohibited

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TH, JUN 5, AM 8:13 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Loretta Williams

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-377-8055

Organization (if applicable) _____

Mailing Address of Applicant: 1010 Colonial Ct Mobile AL 36606

Telephone No. _____ E-mailAddress: laurettawilliams53@gmail.com

Location or address of event where amplification will be used:

1010 Colonial ct mobile al 36606

Date of Event: June 28th 2025 Starting Time: 2pm Ending Time: 9pm **(NOTE: In residential areas, cannot go beyond 10:00 p.m.)**

Type of Event: FAMILY AND COUSINS DAY

CITY CLERK'S OFFICE

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

MOBILE, AL

Music containing obscene language or profanity is prohibited

TH, JUN 5, AM11:54 RCVD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Joy Brookins

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2519303570

Organization (if applicable) _____

Mailing Address of Applicant 115 North Pine Street

Telephone No. 2519303570 E-mail address joybrookins774@gmail.com

Location or address of event where amplification will be used:

115 North Pine Street

Date of Event: 07/05/2024 Starting Time: 9 Ending Time 8

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

Type of Event: Family Reunion Fun Day

Do you plan to sell alcohol at this event? _____ YES ^{No} _____ NO

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

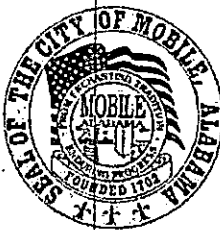
(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

TU, JUN 3, PM 4:01 RCVD



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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: SILVIA SKULTETY

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-554-5370

Organization (if applicable) Hispanic American Business Association of the Gulf Coast (HABAGC)

Mailing Address of Applicant 713 DAUPHIN STREET, MOBILE, AL 36602

Telephone No. 251-554-5370 E-mail address HABAGC2@GMAIL.COM

Location or address of event where amplification will be used:

MARDI GRAS PARK

Date of Event: OCT 11, 2025 Starting Time: 1:00PM Ending Time 9:00PM

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

Type of Event: MOBILE LATIN FEST (FOOD DANCE AND MUSIC)

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

2013 JUN -5 AM 11:54



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 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: Kayla Singleton Phillips

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-217-5385

Organization (if applicable) _____

Mailing Address of Applicant: 3722 Albacub Rd Mobile

Telephone No. _____ E-mail address: soberthinkingc26@gmail.com

Location or address of event where amplification will be used:

Parking lot of Cheeks - DTP

Date of Event: July 19, 2015 Starting Time: 10:30 am Ending Time: 5:00 p.m.

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

Type of Event: Back to school Bash

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

2025 JUN -5 AM 11:54



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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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

(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:

Kayla Singleton Phillips
PLEASE PRINT ALL INFORMATION

Home Phone Number:

Cell Number:

251-217-5385

Organization (if applicable)

Mailing Address of Applicant

3722 Albachub Rd Mobile

Telephone No.

E-mail address

sober thinking c26@gmail.com

Location or address of event where amplification will be used:

Trimmer Park

Date of Event:

July 20, 2025

Starting Time:

12:00 p.m.

Ending Time

4:30 p.m.

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

Type of Event:

Back to School Bash

Do you plan to sell alcohol at this event?

YES

☒ NO

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: 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

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 10:00 p.m.:

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(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: 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

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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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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(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: 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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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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

(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: St. John Lodge #2
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 289-0609

Organization (if applicable) St. John Lodge #2

Mailing Address of Applicant 164 New Shiloh Ave Mobile, AL 36607

Telephone No. _____ E-mail address tim_turk@hotmail.com

Location or address of event where amplification will be used:

Langan Park Jimmie Morris Performing Arts Pavilion

Date of Event: Sept 27th Starting Time: 10am Ending Time 4pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Picnic in the park

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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(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: Patricia Johnson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2516458054 Cell Number: 2516042893

Organization (if applicable) _____

Mailing Address of Applicant 3439 Jester Drive, Mobile, AL 36618

Telephone No. 2516042893 E-mail address pjohnson1959@bellsouth.net

Location or address of event where amplification will be used:

4901 Ziegler Blvd., Pravalian #9, Mobile, AL 36608

Date of Event: June 14, 2025 Starting Time: 10:00 am Ending Time 2:00 pm

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

Type of Event: Family Reunion Picnic

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

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 2005 Old Bay Front Drive
and 4182 Commanders Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 6, 2025**, a public hearing will be held on the **10th** day of **June, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember C. J. Small

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:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A

CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry 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 I-2, Heavy Industry 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 I-2, Heavy Industry District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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 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 10th day of June, 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 14th day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry 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 I-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. 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 C. J. Small

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:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES

482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from **R-1, Single-Family Residential Suburban District**, to **I-2, Heavy Industry 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 **I-2, Heavy Industry 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 **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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

Philip Burton, Burton Property Group, LLC
2005 Old Bay Front Drive & 4182 Commanders Drive
Council District 3
C.J. Small



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

April 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District, for the property located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-2, Heavy Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) 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.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changing conditions in a particular area make an amendment necessary and desirable.
- F) 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 Rezoning the property to **I-2, Heavy Industry District**, subject to the following conditions:

ZON-UDC-003286-2025 2005 Old Bay Front Drive & 4182 Commanders Drive
April 21, 2025

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$449.92**. 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.

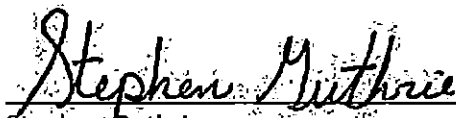
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36608

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: missy@burtonprop.com

April 28, 2025

Via Hand Delivery:

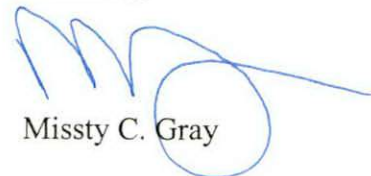
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003286-2025
2005 Old Bay Front Dr. and 4182 Commander Dr.

Planning and Zoning:

Pursuant to the April 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$449.92. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
28 APR 2025 PM1:23

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a I-2 aligns with the City's Comprehensive Plan. The rezoning of this property will allow for the redevelopment of the property that has been unoccupied for many years. It will also provide support for Mobile International Airport and surrounding businesses. The property is currently unoccupied and contained multiple buildings in disrepair. This property is surrounded by the Mobile International Airport, Brookley Areoplex and property owned by the City of Mobile. The rezoning to I-2 will align this property with the current uses of all surrounding property and provide additional support to this industrial area. The completed development is not anticipated to have any negative impacts on surrounding properties. There are adequate utilities to serve the property although some infrastructure upgrades may be required by the Applicant. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Application will be working in conjunction with the City to make the necessary improvements to Commanders Dr.



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? X 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:	Philip Burton	
Firm:	Burton Property Group, LLC	
Phone:	(251) 341-5777	
Email:	Philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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 2023

	Owner		Design Professional
Name:	University of South Alabama		Evan M. Geerts
Firm:			Duplantis Design Group
Phone:	(251) 460-6100		(251) 930-5891
Email:	Hbrisl@southalabama.edu		egeerts@ddgpc.com
Address:	775 N. University Blvd, Ste 150, Mobile, AL 36608-4548		3703 Old Shell Rd., Mobile, AL 36608

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

Commanders Circle and Old Bay Front Dr., Mobile, AL	50 +/- acres
Property Address 00977223, 00974949 and 00974903	Property Area (acres or square feet) Legal description and list of addresses attached
Parcel Number(s) or Key Number(s) R-1	I-2
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 ☒ *meeting has not occurred, but we have attached the information for the scheduled meeting.

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.

Kristen Ropelt

Owner Signature

Kurt H. O'S

Applicant or Agent Signature (if applicable)

3/16/25

Date

3/17/25

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.

Kurt H. O'S

Applicant or Agent Signature

3/17/25

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
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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.

One of the principles of the Map for Mobile is strategic infill and redevelopment focusing on vacant properties. The rezoning of this property will allow for the redevelopment of the property that has been unused for many years. It will also provide support for Mobile International Airport surrounding businesses.

Institutional

Future Land Use Map (FLUM) Designation

I-2

Requested Zoning

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

If yes, describe the error

N/A

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

This property is currently unoccupied and contains multiple buildings in disrepair. The rezoning will allow for the redevelopment of the property with the same zoning as much of the surrounding property and uses that provide support for the surrounding businesses.

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

The property to the immediate west is Mobile International Airport (BFM). The Brookley Aeroplex is a thriving industrial complex supporting BFM's operations. This property is not suitable for R-1 uses given the zoning and uses of all of the surrounding properties.

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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.

Mobile International Airport (BFM), located to the west is currently undergoing an expansion. The Brookley Aeroplex is an Industrial complex that provides support for BFM and surrounding businesses.

2. Describe the surrounding land uses.

The property to the east, west and south are zoned R-1, but all have institutional uses and are designated as institutional in FLUM. The property to the north is I-2.

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

The completed development of the property is not anticipated to have any adverse impacts on neighboring properties.

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

Utilities are adequate to accommodate the proposed request. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Applicant will be working in conjunction with the City to make the necessary improvements to Commanders Dr.

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

The property is located in close proximity to the Port of Mobile and immediately adjacent to Mobile International Airport (BFM). This proposal will provide additional support to the Port and BFM and the City's growing industrial businesses. Additionally, it will result in the redevelopment of currently unoccupied property that contains multiple buildings in disrepair.

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

There are no specific area plans for this property.

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NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

The neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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LEGAL DESCRIPTION and PROPERTY ADDRESSES

LEGAL:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

ADDRESSES – the following addresses have been associated with this property.

226-229 Commanders Circle
249 Commanders Circle
243 Commanders Dr
252-254 Commanders Dr.
4168 Commanders Dr.
4170-4173 Commanders Dr.
4182 Commanders Dr.
234 Club Manor Dr.
243 Club Manor Dr
2004-2005 Old Bay Front Dr.
251 Old Bay Front Dr
254 Old Bay Front Dr

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
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2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Revised February 2023



UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Office of the President

DATE: March 29, 2024

TO: Trae Catrett
Claire Easley
Kristen Roberts
Peter Susman

FROM: Jo Bonner

A handwritten signature in blue ink, appearing to read 'Jo Bonner', written over the printed name.

SUBJECT: Contract Officer Appointments

Please be advised that, pursuant to authorization by the USA Board of Trustees at its September 2020 meeting, I am designating you to serve as a contract officer for the University of South Alabama. This appointment memorandum supersedes the appointment memorandum dated April 12, 2023.

I appreciate your willingness to serve in this capacity.



KIM HASTIE
REVENUE COMMISSIONER
ASSESSMENT RECORD - 2025

P. O. BOX 1169
MOBILE AL 36633-1169
Tel: 251-574-8530
Printed On: 3/13/2025

PARCEL: 32 01 03 3 000 001.XXX
CORPORATION: I
OWNER: UNIVERSITY OF SOUTH ALABAMA
ATTN USA PROPERTIES
ADDRESS: 775 N UNIVERSITY BLVD BLDG 2 STE 150
MOBILE, AL 36608-4537
EXEMPT CODE: OTH []
OVER 65 CODE: DISABILITY CODE: EXM OVERRIDE AMT: \$0
PROP. CLASS: 2 [] SCHOOL DIST: 02 HS YEAR: 0
OVR ASD VALUE: CLMNT:

CLASS USE
FOREST ACRES: 0 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: \$320,500
NBH: MUNI 14 BROOKLEY AEROSPACE
PARENT PARCEL:
REMARKS: EXEMPT EDU
Last Modified: 3/13/2025 4:47:27 PM LETTERS
DEMOLITION TAX FIRE FEE STORM WATER FEE WEED FEE

LAND VALUE 10% \$0
LAND VALUE 20% \$320,500
CU VALUE [DEACTIVATED] \$0
LV 10% WITH CU [DEACTIVATED] \$0

TOTAL MARKET VALUE: \$320,500

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

ACT 2024-344 7% CAP:

STATUS: **EXCLUDED** REVIEW: **COMPLETED**

ASSD. VALUE: \$64,100 % CHANGE: 0.00

OVERRIDE: **NO**

Property Address:
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : 00974903

ASSESSMENT/TAX		Sort Code : B 00974903						
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX	
STATE	2	14	\$64,100	\$416.65	\$64,100	\$416.65	\$0.00	
COUNTY	2	14	\$64,100	\$1,314.05	\$64,100	\$1,314.05	\$0.00	
SCHOOL	2	14	\$64,100	\$897.40	\$64,100	\$897.40	\$0.00	
DIST SCHOOL	2	14	\$64,100	\$993.55	\$64,100	\$993.55	\$0.00	
CITY	2	14	\$64,100	\$448.70	\$64,100	\$448.70	\$0.00	
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00	

ASSD. VALUE: \$64,100.00 (\$64,100.00)

TAXABLE VALUE: \$320,500.00

EXMT. TAX: \$4,070.35

TOTAL MILLAGE: 63.5

\$4,070.35

ESTIMATED TOTAL:

\$0.00

INSTRUMENTS		SALES INFORMATION			
INST NUMBER	DATE	SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
6720-635	11/10/2010	11/10/2010	\$20,000,000	Land	NO - A
WD914-245	690900	9/1/1969	\$0	Land & Building	YES
				BOOK:6720 PAGE:635	
				BOOK:914 PAGE:245	

LEGAL DESCRIPTION

MAP NUMBER: 32 01 03 3 000 CODE1: CODE2:
SUB DIVISION1:
SUB DIVISION2:

MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 3 TOWNSHIP1 5S RANGE1 1W
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 0.00 LOT DIM2 0.00 ACRES 2.862

SQ FT 124,652.597

METES AND BOUNDS:

COMG AT SW COR FRAC SEC 3 T 5S R1W THEN RUN E WITH S/L SD RUN SELY W/ N/L 50 FT(S) TO PT
THEN RUN S 2082 FT(S) TO S/L FRAC SEC 3 TH RUN W 60 FT(S) TO POB #SEC 3 T5S R1W #MP32 01 03 3
000

REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
2025	UNIVERSITY OF SOUTH ALABAMA ATTN USA PROPERTIES	2	OTH	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2024	BROOKLEY BAY FRONT PROPERTIES LLC C/O UNIVERSITY OF SOUTH ALABAMA	2	JUK	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2023	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148
2022	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project Brookley USA Property

Address Commanders Circle and Old Bay Front Dr., Mobile, AL

Owner University of South Alabama

Address 775 N. University Blvd, Ste 150, Mobile, AL Zip Code 36608

Phone 251-460-6100 Fax _____ Email hbrislin@southalabama.edu

Authorized Agent Philip Burton/Burton Property Group, LLC

Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608

Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Evan M. Geerts

Address 3703 Old Shell Rd., Mobile, AL Zip Code 36608

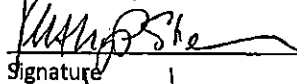
Phone 251-930-5891 Fax _____ Email egeerts@ddpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:



Signature

Date

3/17/2025

Print

Kathy Shenman

Applicant/Burton Property Group, LLC

Affiliation to project/Organization

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

Revised May 2020



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/2025

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: 3/25/2025

Neighborhood Meeting Time: 4pm - 5:30pm

Neighborhood Meeting Location: 1975 Ave C, Mobile, AL.

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 or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Burton Property Group, LLC

(First Name & Last Name)

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

X

Philip Burton

Date: 4/1/2025

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.

BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
DALEVILLE, AL 36322

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

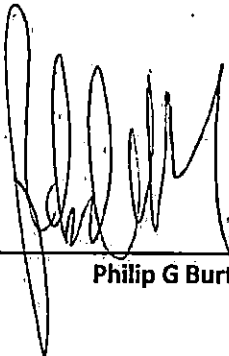
MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

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



Philip G Burton



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36607

March 10, 2025

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Burton Property Group** will be submitting to the Mobile City Planning Commission:

Application - Zoning Change to rezone the property at 226-229, 243 249-254, 4168, 4170-4173, 4182 Commanders Circle and 2005 Old Bay Front Road (tax parcel key numbers #00977223 and 00974949) from Single-Family Residential (R-1) to Heavy Industry (I-2).

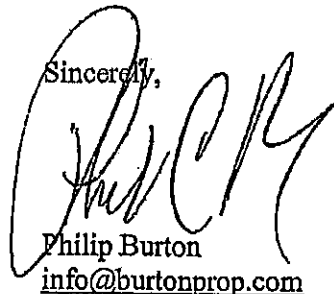
The Neighborhood Meeting will be held at the following time, date, and location:

March 25, 2025

4:00 PM to 5:30 PM
Aviation Center at Mobile
1975 Avenue C
Mobile, AL 36615
In the Library (LRC)

You are receiving this notice because your property is located within 300 feet of the above property, 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,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 4:00 pm – 5:30 pm

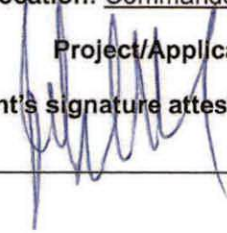
Location of Neighborhood Meeting: Aviation Center of Mobile,

1975 Avenue C, Mobile, AL 36615, in the Library (LRC)

Project Location: Commanders Circle and Old Bay Front Road, Mobile, AL

Project/Application: Rezoning from R-1 to I-2

Applicant's signature attesting to the accuracy of pages 1 thru 1:

X  Date: 3/25/2025

Please Sign in:

Name: HARRY BRISLIN, IV Email: hbrislin@southalabama.edu

Address: 403 ALFWOOD DR Phone: 251.460.6100

Name: Philip Mahoney Karen Hong Email: pmahoney@comtal.net

Address: 2039 Broad Street Phone: 251-214-4202

Name: David Rodgers Email: d.rodgers@mobilechamber.com

Address: 451 Gov't St Phone: 251-802-4541

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 4:00 p.m. – 5:30 p.m.

Meeting location: Aviation Center of Mobile, 1975 Avenue C, Mobile, AL

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

The Applicant is seeking to rezone the 50+/- acres located at Commanders Circle and Old Bay Front Dr., Mobile, AL. (Key #'s 00977223, 00974949 and 00974903) from an R-1 to I-2.

The following information was distributed:

No information was distributed at the meeting. The attached site exhibit, labeled P-5.1, and vicinity exhibit, labeled P-5.2 were on display during the meeting.

Below is a summary of what occurred at the meeting.

Philip Burton, with Burton Property Group, explained that an application has been filed to rezone the property from R-1 to I-2. Those in attendance asked about the allowed uses for I-2 zoning and Philip Burton explained that the surrounding property was zoned I-2 as well. There were no other questions and the meeting concluded. No minutes were recorded.

The Neighborhood Meeting ended at the following time: 5:30 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

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:

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

Neighborhood Meeting Proceedings:

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

March 25, 2025, 4:00 pm – 5:30 pm, at Aviation Center of Mobile, 1975 Avenue C, Mobile, AL 36615

2. What information was presented at the meeting?

See attached Neighborhood Meeting Summary

3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

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

No modifications were necessary.

LEGEND - NEW IMPROVEMENTS

ROADWAY (THIS PROJECT)

IMPROVEMENT BY OTHERS

PROPERTY LINE

BOUNDARY

BPG

Burton
PROPERTY GROUP



BROOKLEY FLEX SPACE COMPLEX

PARCELS 00977223 & 00974949
MOBILE, ALABAMA
FOR BURTON PROPERTY GROUP

DDG
3705 OLD RIVER ROAD
MOBILE, AL 36688
251.938.1991

PRELIMINARY NOT
FOR
CONSTRUCTION

PROJECT NO. 24-1196

ISSUED FOR REVIEW
5/18/2024

CHECKED
DRAWN BY

DATE

SHEET
P-5.1

© 2024 EXPLANTER DESIGN GROUP, P.C.



Add a Caption

Friday • Mar 14, 2025 • 10:14 AM

[Adjust](#)

 IMG_4124

Apple iPhone 13 Pro Max

HEIF



Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 × 4032 • 3.3 MB

ISO32

132mm

0ev

$f2.8$

1/125s



BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

**ARMY AVIATION FEDERAL
CREDIT UNION**
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UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167



Agenda Item # 9

ZON-UDC-003286-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2005 Old Bayfront Road & 4182 Commanders Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

University of South Alabama

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

I-2, Heavy Industry District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to I-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		
NTS 			

SITE HISTORY

The subject site was developed in 1940 as part of Brookley Army Airfield with the military in preparation for World War II. With the formation of the U.S. Air Force later in the war, it became known as Brookley Air Force Base.

The area was annexed into the City of Mobile in 1956.

With the closure of Brookley Air Force Base in 1969, the area was transferred to the City of Mobile, and later to the University of South Alabama and used for student housing and various educational purposes.

The site has never been before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects 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-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site is surrounded by properties zoned R-1 used for various military, technical school and commercial purposes. It is generally within 300 feet of the Brookley Aeroplex area used for the airfield and Airbus Final Assembly facility. It was used for personnel housing and recreational/entertainment purposes during its military occupation, and is now vacant.

The applicant states that the property is not suitable for R-1 use given the zoning and uses of all the surrounding properties. It is stated that the rezoning will allow for the redevelopment of the property and will provide support for Mobile International Airport and surrounding businesses, and will align the property with the current uses of all surrounding property.

The applicant states that there are no specific plans for the property at this time. The site plan submitted with the application is in line with that statement as it does not indicate any new development for the site.

REZONING CONSIDERATIONS

Standards of Review:

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

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

development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

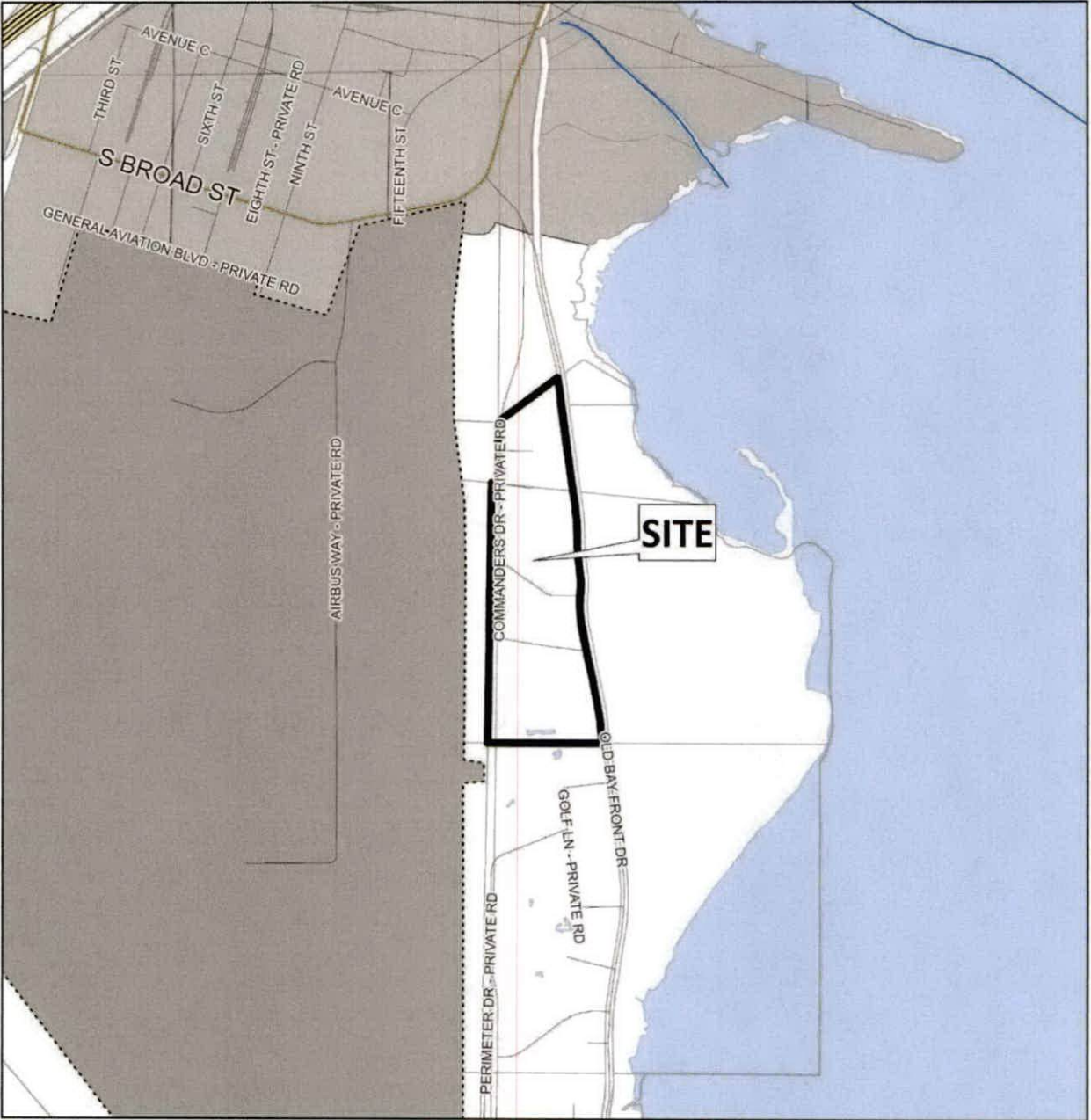
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

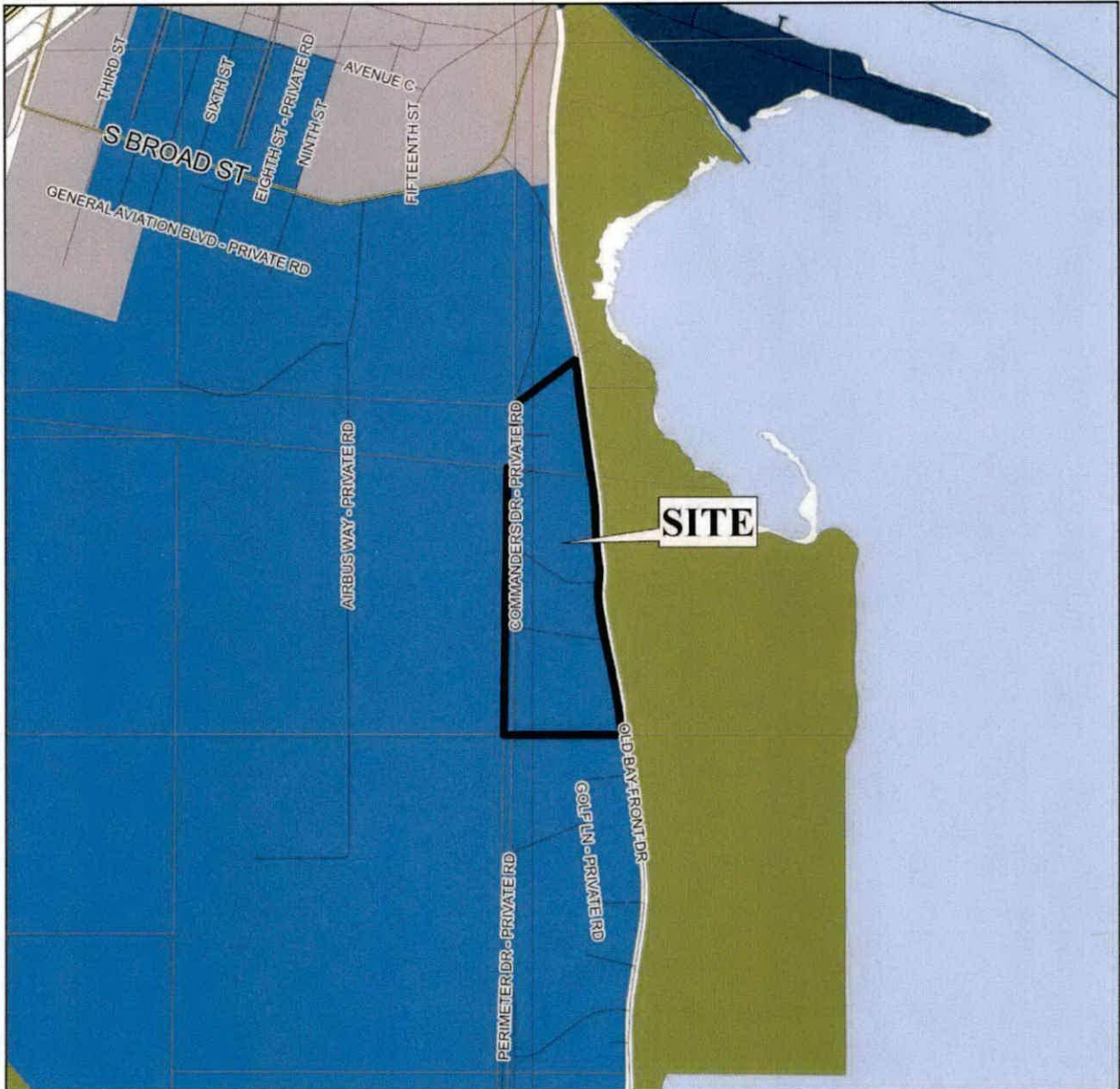


APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE April 17, 2025

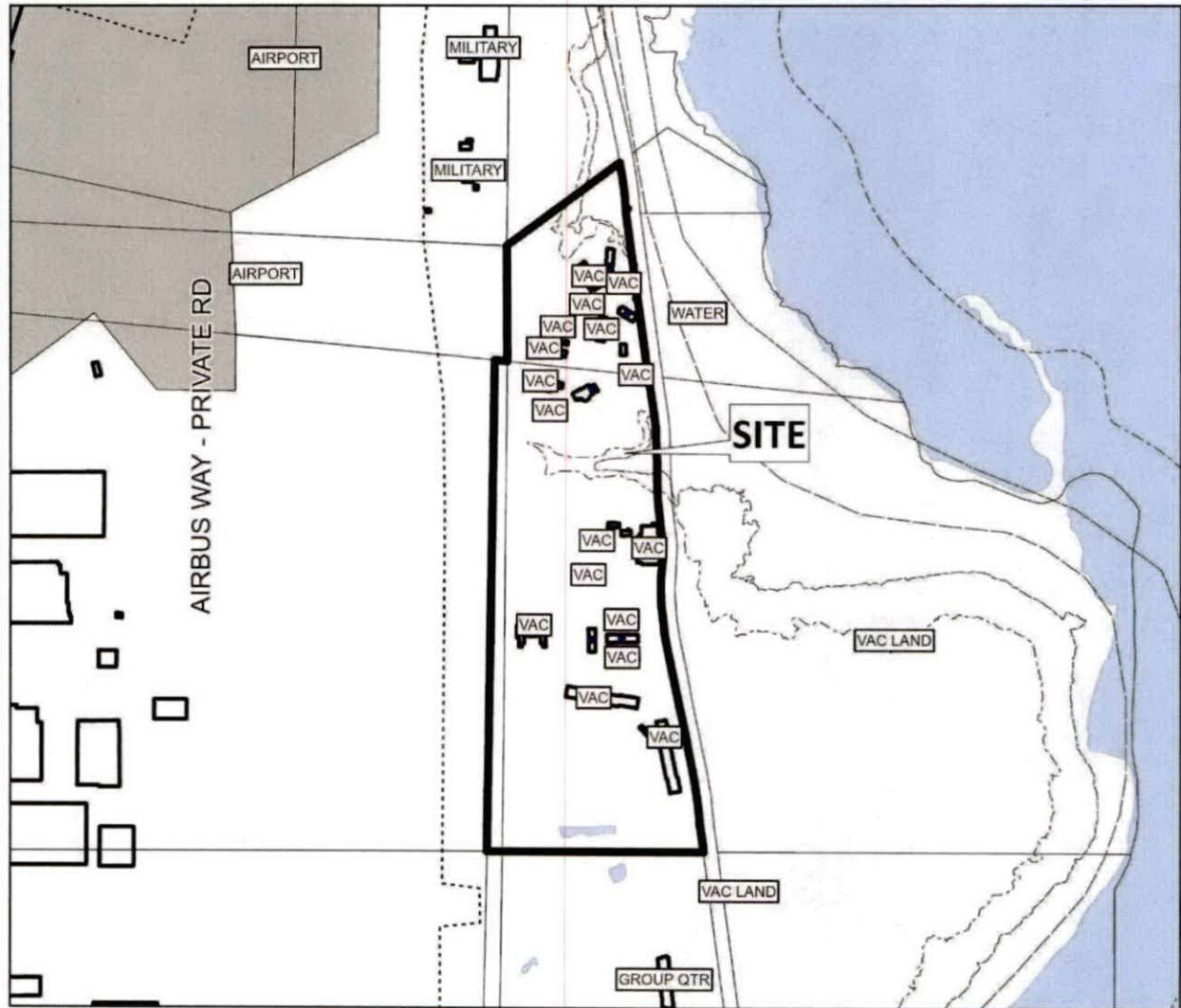
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER 9 DATE April 17, 2025

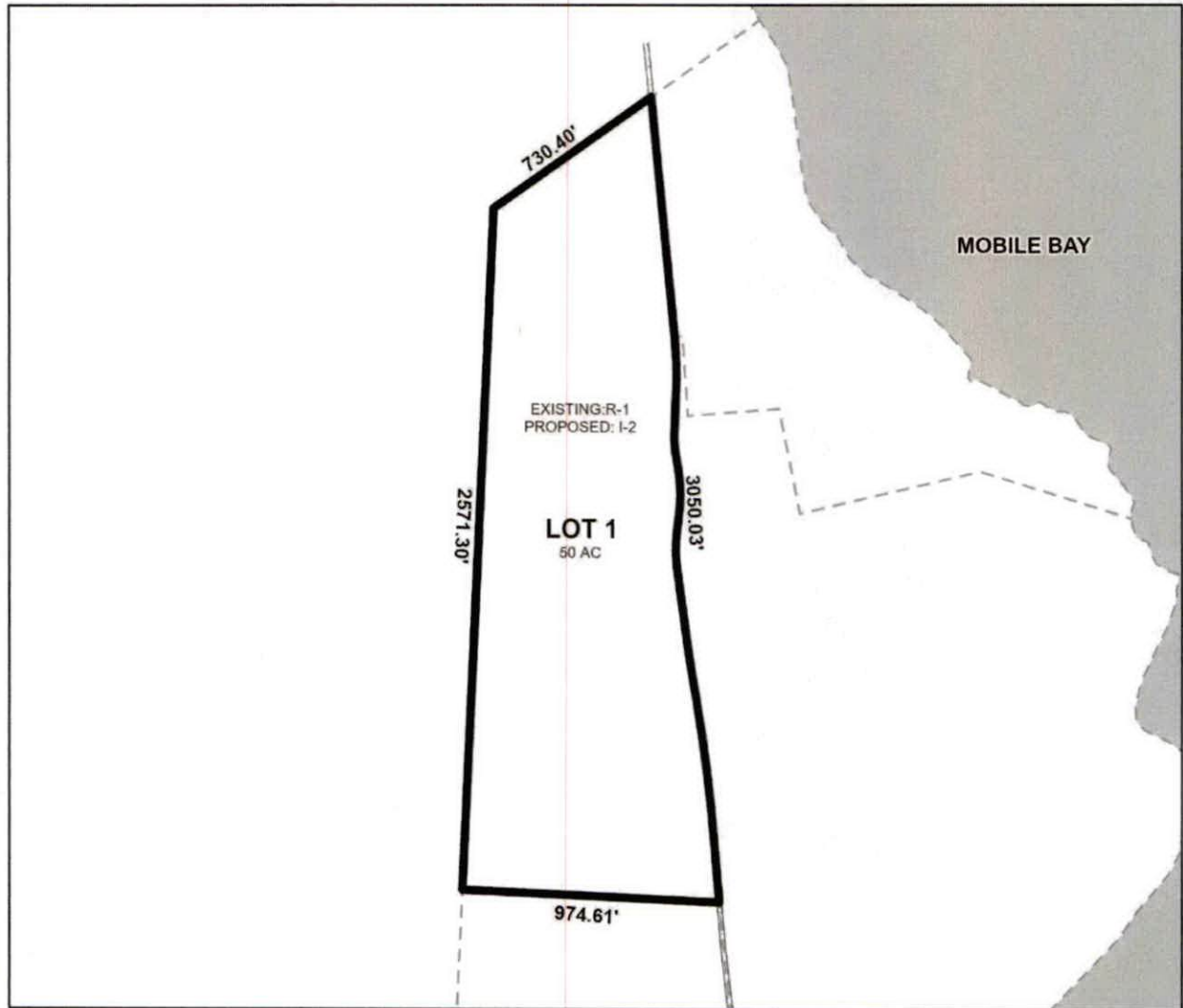
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



SITE PLAN



The site plan illustrates the proposed zoning change.

APPLICATION NUMBER <u>9</u>	DATE <u>April 17, 2025</u>
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>	
REQUEST <u>Rezoning from R-1 to I-2</u>	



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 (WDW/RU)
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)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are

included. Parks and public open space are not included but have their own land use classification.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 **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 10th day of June, 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.

HISTORIC AVENUE OVERLAY

A. Applicability

1. This Article applies to residential properties within the Historic Avenue Overlay, the boundaries of which are depicted on the official Zoning Map and is the area as follows:

(a) Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

2. Properties developed or redeveloped within the Historic Avenue Overlay shall comply with the regulations of the Historic Avenue Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code,

including but not limited to Chapter 17 – Stormwater Management and Flood Control and Chapter 25 – Garbage, Litter And Lot Maintenance.

3. Except where explicitly provided to the contrary, whenever the requirements of these Overlay regulations are in conflict with the other requirements of this Chapter, the requirements within this Overlay shall supersede.

4. However, the underlying requirements remain applicable where this overlay remains silent. To the extent that the requirements of this Overlay conflict with any requirements of the Unified Development Code, the requirements of this Overlay shall govern. However, the base zoning district requirements apply where this Overlay is silent.

B. Purpose and Intent

1. This Overlay establishes an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

2. This Overlay recognizes that with very few exceptions the properties within this Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of this Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of housing types. By adopting this Overlay, it is the intention of the City Council to discourage the rezoning of any property within the Overlay boundaries to R-3, Multi-Family Residential.

C. Lot of Record

1. A Lot of Record is defined as 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.

(a) Lots of Record as defined above may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.

2. For sites that are not a Lot of Record, the applicant should work with the Planning Staff regarding the requirements for Subdivision approval.

D. Permitted Uses.

1. Duplexes.

(a) A Duplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than two (2) families, each living as an independent housekeeping unit.

(b) One (1) Duplex is allowed by right on a single lot, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Two (2) off-street parking spaces are required for each Duplex.

2. Triplexes.

(a) A Triplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than three (3) families, each living as an independent housekeeping unit.

(b) One (1) Triplex is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Three (3) off-street parking spaces are required for each Triplex.

3. Accessory Dwelling Units.

(a) An Accessory Dwelling Unit (ADU) is a secondary, independent living facility located in, or on the same lot or Building site as, a single-family residence. This includes a Building or part of a Building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling, or a detached Building on the same lot or Building site.

(b) Applicability. This Section allows Accessory Dwelling Units (ADUs) with standards to ensure that they do not change the residential character of the principal use.

(c) Where Allowed:

(1) ADUs are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

(2) There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

(d) Dimensional Standards

(1) ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

(2) No ADU may be taller than the principal dwelling unit.

(e) Location of ADU

(1) An ADU shall be located behind the principal dwelling and comply with the setback requirements of Section E. Dimensional Standards of this Overlay.

(2) An ADU shall not be located in any recorded easement.

(f) Building Standards.

(1) All Structures used for ADUs shall comply with current Building Code requirements, including the obtaining of all required building and construction permits, inspections and approvals.

(2) All Structures used for ADUs shall be affixed to or constructed on a permanent foundation.

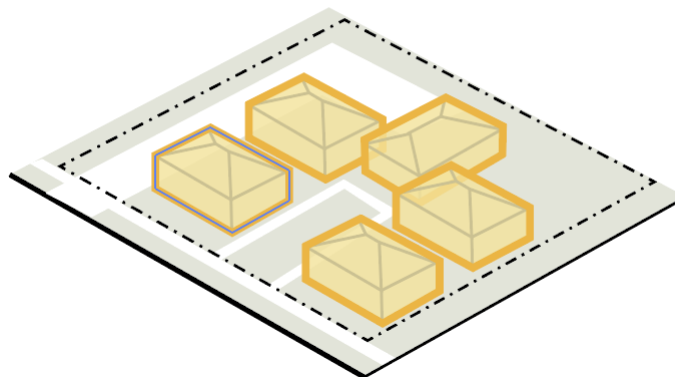
(3) A manufactured or mobile home shall not be used for an ADU.

(4) A moveable Structure shall not be used for an ADU.

(g) Parking. Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

4. Cottage Courts

Figure 64-15-1.1 Cottage Courts



(a) Cottage Courts consist of three (3) or more detached, single-family dwellings arranged around a courtyard or open space.

(1) Cottage Courts are allowed by Right subject to the following requirements:

- a. For three dwellings on a single lot, the lot must consist of 6,000 square feet or greater.
- b. For four (4) dwellings or more, an additional 1,000 square feet of lot size is required per dwelling.
- c. One (1) off-street parking space per dwelling unit must be provided and cannot be located between the dwelling unit or courtyard/open space and the street.

5. Townhome

(a) A Townhome is a single-family dwelling unit erected in a row as a single building on adjoining lots, each being separated from the adjoining unit or units by a fire wall (constructed in accordance with applicable building codes) along the dividing lot line and in compliance with the Section E. Dimensional Standards of this Overlay.

(b) Townhomes constructed on adjoining lots are allowed by right, subject to the requirements of the Dimensional Standards of this Overlay.

(c) One (1) off-street parking space is required for each Townhome.

E. Dimensional Standards.

1. Applications to create new legal lots of record shall comply with the requirements of this Overlay.

2. When subdividing an existing lot into one (1) or more lots, no new lot shall be smaller in area than 2,000 square feet, or narrower in width than 20 feet.

Lot Area	No minimum lot area required; however, for newly created lots the minimum lot area shall be 2,000 square feet.
Lot Width	For newly created lots, no new lots shall be narrower in width than 20 feet.
Coverage (max)	For lots less than 6,000 sq. ft. building site coverage may go up to 75% including an ADU. Otherwise, underlying district requirements apply.

Height (max)	35 -feet
Front Yard (min-max)	The Front Yard setback shall be a minimum of five (5) feet. The maximum setback shall be no greater than the setback of any existing structure on the same side of the street within the same block face, but in no event more than 25-feet.
Side Yard (min)	Side Yards must be in compliance with all applicable building and fire codes (exclusive of right-of-way). Additions to an existing Structure may align with the existing building. For attached homes such as townhomes (i.e. zero-lot line), the side yard setback for lots adjoining lots outside the development must provide a minimum three (3) foot side yard setback. For corner lots, the side street setback shall be at least five (5) feet; however, additions to an existing dwelling may align with said dwelling.
Rear Yard (min)	5 feet

F. Developmental Standards.

1. Sites located in City designated flood zones must have a finished floor elevation that meets the minimum standards of the City of Mobile Engineering Departments Flood Damage Control Ordinance.

a. Additionally, sites located within an area of known flooding as designated by the City Engineer must comply with the requirements set forth by the City Engineer.

G. Parking

1. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

H. Existing Foundations

1. A residential structure may be placed on an existing foundation footprint subject to compliance with the applicable Building Code and Section F. Developmental Standards.
2. Expansion of, or additions to, the existing foundation footprint shall comply with Section E. Dimensional Standards of this Overlay.

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, June 5, 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 10th day of June, 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 14th day of May 2025 in the Lagniappe.

The proposed Historic Avenue Overlay is intended to establish an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

The Overlay will apply to residential properties within the following described area:

Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of

Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

The Overlay recognizes that with very few exceptions the properties within the Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of the Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of lower density housing types. Except where explicitly provided to the contrary, whenever the requirements of the Overlay regulations are in conflict with the other requirements of the Unified Development Code, Chapter 65 of the Mobile City Code, the requirements within the Overlay shall supersede and govern.

The Overlay provides as follows:

1. Defined Lots of Record may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.
2. One Duplex, as defined in the Overlay, is allowed by right on a single lot, subject to the requirements of the Dimensional Standards of the Overlay; and that two (2) off-street parking spaces are required for each Duplex.
3. One Triplex, as defined in the Overlay, is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of the Dimensional Standards of the Overlay; and that three (3) off-street parking spaces are required for each Triplex.
4. Accessory Dwelling Units (ADUs) are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

No ADU may be taller than the principal dwelling unit.

An ADU shall be located behind the principal dwelling and comply with the setback requirements of Dimensional Standards of the Overlay.

All Structures used for ADUs shall be affixed to or constructed on a permanent foundation. A manufactured or mobile home shall not be used for an ADU. A moveable Structure shall not be used for an ADU.

Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

5. Cottage Courts consisting of three (3) or more detached, single-family dwellings arranged around a courtyard or open space, are allowed by Right subject to certain requirements.

6. Townhomes constructed on adjoining lots are allowed by right, subject to Dimensional Standards established by the Overlay.

7. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

8. A residential structure may be placed on an existing foundation footprint subject to compliance with applicable Building Code and Developmental Standards.

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, June 5, 2025.

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, June 4, 2025 12:11:02 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, June 4, 2025 10:22 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Mobile Public Library
Date To Address Council: 2025-06-10
Address: 700 Government Street
Email: mmitchell@mplonline.org
Phone: 251-545-3366

Subject And Specific Questions: The Mobile County Public Library Board of Trustees is pleased to announce Jurâ©e Hall has been appointed the new Director of the Mobile Public Library system. Ms. Hall brings a wealth of leadership experience from her post at the Enoch Pratt Free Library in Baltimore, Maryland, where she served as Chief of Neighborhood Libraries, managing services for one of Maryland's largest and most diverse library systems. She will officially begin her duties on June 1, 2025. In her previous role, Ms. Hall directed day-to-day operations and planning for the 22-branch Enoch Pratt Free Library system, overseeing budgets, capital projects, and staff. She has extensive experience advancing literacy and social impact programs for communities. Ms. Hall's ability to foster community partnerships, while championing the role of public libraries in promoting lifelong learning, reflects strongly the mission and goals of our system. Ms. Hall holds a Master's degree in Library and Information Science from Valdosta State University. Ms. Hall began her Bachelor of Science degree in Sociology from the University of South Alabama and finished at Georgia State University. Ms. Hall has over 17 years of public service experience as a government administrator and innovative library advocate. She has been recognized for her public service work, including technology and innovation awards for creating, launching, and managing the eCampus project for the Atlanta Fulton Public Library System. eCampus, a first-of-a-kind online learning platform, served 31 branch library locations and both school systems in the Metro Atlanta area. Ms. Hall's civic involvement includes a passion for education and literacy. Ms. Hall formerly served as Chair of the Special Education Advisory Panel for the Georgia Department of Education. Ms. Hall is a member of the American Library Association, Delta Sigma Theta Sorority, Inc., and the National Coalition of 100 Black Women. In her spare time, Ms. Hall enjoys spending time with her granddaughters and playing handbells, and traveling. I'm excited to return to a community that is very near and dear to me. It is an honor to help the Mobile community continue to grow and to provide leadership and support to our public library system to ensure access to all for lifelong

learning. æœ -JurÃ©e Hall

Pertain To City Business: Established in 1902, the Mobile Public Library is located in Mobile, Alabama. It operates as a public library system funded by the city of Mobile, Mobile County and the city of Saraland, providing services to residents across several Alabama counties, including Mobile, Baldwin, Washington, Clarke, Monroe, Escambia, and Conecuh. The system comprises the Ben May Main Library, 10 additional locations, and a Bookmobile. The library locations include the Ben May Main Library, Local History and Genealogy Library, Grand Bay Library, Monte L. Moorer/Spring Hill Branch, Parkway Branch, Saraland Public Library, Semmes Regional Library, Theodore Oaks Branch, Trinity Gardens Community Library, Virginia Dillard Smith/Toulminville Branch, and the West Regional Library. The Mobile Public Library offers a diverse array of services and resources designed to deliver books and educational materials directly to the community. These services include public access to computers, Wi-Fi connectivity, educational and literacy programs, community events, and author presentations. The Mobile Public Library plays a vital role in promoting literacy, engaging with the community, and providing access to knowledge. It achieves this by delivering new books to children in local neighborhoods through the Bookmobile, assisting senior citizens, and offering educational programs to schools in the area. The Mobile Public Library ensures all residents have convenient and equitable access to its resources.

Signature: Marcus Mitchell, Public Relations Officer (PRO)

Signature Verify: X

Agree: X

Date Submitted: 2025-06-04 10:22:50

This submission was recieved from your website <https://www.cityofmobile.org/>

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, June 5, 2025 7:58:45 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, June 5, 2025 4:54 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Rodney Toomer
Date To Address Council: 2025-06-10
Address: City council
Email: djrodski@gmail.com
Phone: +1(251)509-4107
Subject And Specific Questions: Teen violence Statement from Sheriff Paul Burch
Pertain To City Business: It effects our city and the citizens here
Signature: Rodney "Dj Rodski" Toomer
Signature Verify: X
Agree: X
Date Submitted: 2025-06-05 04:54:16

This submission was recieved from your website <https://www.cityofmobile.org/>

2025 JUN -4 PM 2:56



ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: William & Belinda Perryman Jr. Date: 06.04.25

Address: 309 Dunbar St.

Phone: 251-545-1117 Email: belindaperryman17@gmail.com

Date to Address City Council: 06.10.2025

Subject and/or specific questions (must complete):

Shootings, traffic, partying until 5am every
Sat night till Sun Morning. We call the police
nothing is never done. The shooting is dangerous
our bedrooms windows is facing the back of the club

How does this pertain to city business (must complete):

We need the back St. closed off.
Lights, signs, something for our peace
and safety.

Signature: Belinda M. Perryman

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, June 5, 2025 11:46:44 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, June 5, 2025 11:33 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass
Date To Address Council: 2025-06-12
Address: 1050 Belvedere circle west
Email: texast750@gmail.com
Phone: 251 656 4049
Subject And Specific Questions: Gun violence and state law in gun permits
Pertain To City Business: Taxpayer
Signature: Sabrina Mass
Signature Verify: X
Agree: X
Date Submitted: 2025-06-05 11:33:31

This submission was recieved from your website <https://www.cityofmobile.org/>

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 6/10 Agenda
Date: Thursday, June 5, 2025 1:49:08 PM

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.

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda.

I shall address the following matters:

- * Public Safety (Gun Violence Clarity/Solutions, Performance Contracts, City Legal Department Recommendations)
- * Bid Regulations (Historic Districts, First Read Items)
- * Economic Development (Housing, Grants)

Thank you for your attention to this matter. See you all on Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748





CAPITAL CONTRACT SUMMARY SHEET

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

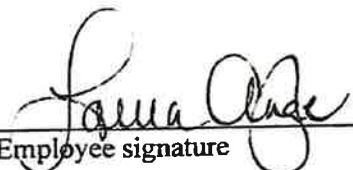
CAPITAL PROJECT NAME: CIP SIGNAL DETECTION CITYWIDE

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-STPMMR25

PROJECT NAME: TRAFFIC SIGNAL UPGRADES STATE AND LOCAL ROUTES

ACCT PROJECT STRING#: G-STPMMR25.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.

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



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

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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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User Notes:

(879379823)

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.

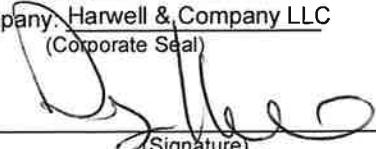
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials 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.

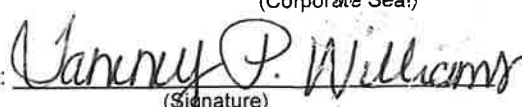
EXECUTED IN FOUR (4) COUNTERPARTS.

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



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


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


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.




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


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: Archonique.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: Archi@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 +

11/18/2024

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 PHONE (A/C, No, Ext): (888)-578-5555 8417 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772														
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: WorkersFirst CompFund</td><td></td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WorkersFirst CompFund		INSURER B: Midwest Employers Casualty Company	23612	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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 ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/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 Y/N ☐	X		EWC005404(WC)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER ☐
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PQAL127200(EL)			E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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:

Lana Gauthier

Lana Gauthier

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 Ramsay-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](#)



Click any  for help

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My Cases

[New Case](#)

[View Cases](#)

[Search Cases](#)

My Profile

[Edit Profile](#)

[Change Password](#)

[Change Security Questions](#)

My Company

[Edit Company Profile](#)

[Add New User](#)

[View Existing Users](#)

[Close Company Account](#)

My Reports

[View Reports](#)

My Resources

[View Essential Resources](#)

[Take Tutorial](#)

[View User Manual](#)

[Share Ideas](#)

[Contact Us](#)

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 10, 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:

Lana Gauthier

Lana Gauthier

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 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	Page 1
---	--	--------

Vendor NEXGEN ASSET MANAGEMENT 4010 LENNANE DR SACRAMENTO, CA 95834 Tel#916-779-7300 Fax 916-564-8030	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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.	57000.00	3762485.30
MOTOR POOL EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
----------	------	-------	---------



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 10, 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:

Lana Gauthier

Lana Gauthier

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

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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.

Init.

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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)

Init.

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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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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

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- .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

Init.

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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

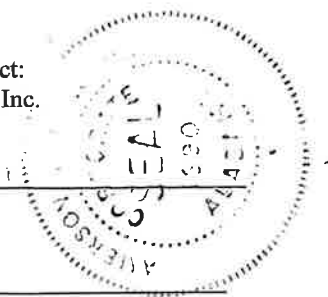
Legal Name of Party to Contract:
Contractor: Amerson Roofing, Inc.

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

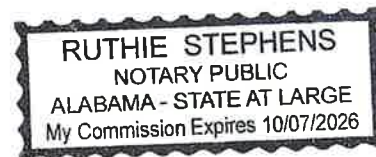
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Maurice Square as President of Amerson Roofing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act 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
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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 one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the Work completed); and**
2. **The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.**

§ 9.3.1.1 Such applications may include requests for payment on account of changes in the Work, **which have been authorized and approved by properly executed Change Order(s).**

§ 9.3.1.2 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
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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 uniform 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.

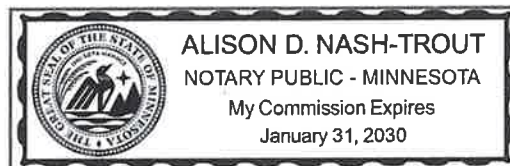
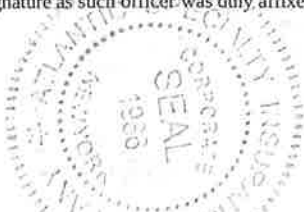
STATE OF MINNESOTA
HENNEPIN COUNTY



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: Archonique.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 (☐)	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

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 E-MAIL ADDRESS: certificates@bestinsgrp.com FAX (A/C No): 205-655-4895
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)



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 10, 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:

Lana Gauthier

Lana Gauthier

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: Josh Grim Date 5/29/25

Revised 5/16/2022 Tiffany Hollins

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 2005 Old Bay Front Drive
and 4182 Commanders Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 6, 2025**, a public hearing will be held on the **10th** day of **June, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember C. J. Small

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:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A

CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry 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 I-2, Heavy Industry 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 I-2, Heavy Industry District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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 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 10th day of June, 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 14th day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry 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 I-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. 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 C. J. Small

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:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES

482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from **R-1, Single-Family Residential Suburban District**, to **I-2, Heavy Industry 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 **I-2, Heavy Industry 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 **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 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

Philip Burton, Burton Property Group, LLC
2005 Old Bay Front Drive & 4182 Commanders Drive
Council District 3
C.J. Small



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

April 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District, for the property located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-2, Heavy Industry District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) 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.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changing conditions in a particular area make an amendment necessary and desirable.
- F) 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 Rezoning the property to **I-2, Heavy Industry District**, subject to the following conditions:

ZON-UDC-003286-2025 2005 Old Bay Front Drive & 4182 Commanders Drive
April 21, 2025

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$449.92**. 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.

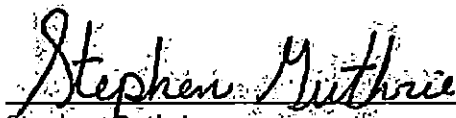
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36608

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: missy@burtonprop.com

April 28, 2025

Via Hand Delivery:

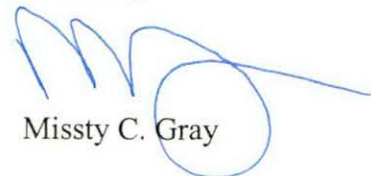
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003286-2025
2005 Old Bay Front Dr. and 4182 Commander Dr.

Planning and Zoning:

Pursuant to the April 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$449.92. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
28 APR 2025 PM 1:23

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a I-2 aligns with the City's Comprehensive Plan. The rezoning of this property will allow for the redevelopment of the property that has been unoccupied for many years. It will also provide support for Mobile International Airport and surrounding businesses. The property is currently unoccupied and contained multiple buildings in disrepair. This property is surrounded by the Mobile International Airport, Brookley Areoplex and property owned by the City of Mobile. The rezoning to I-2 will align this property with the current uses of all surrounding property and provide additional support to this industrial area. The completed development is not anticipated to have any negative impacts on surrounding properties. There are adequate utilities to serve the property although some infrastructure upgrades may be required by the Applicant. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Application will be working in conjunction with the City to make the necessary improvements to Commanders Dr.



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? X 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:	Philip Burton	
Firm:	Burton Property Group, LLC	
Phone:	(251) 341-5777	
Email:	Philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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 2023

	Owner		Design Professional
Name:	University of South Alabama		Evan M. Geerts
Firm:			Duplantis Design Group
Phone:	(251) 460-6100		(251) 930-5891
Email:	Hbrisl@southalabama.edu		egeerts@ddgpc.com
Address:	775 N. University Blvd, Ste 150, Mobile, AL 36608-4548		3703 Old Shell Rd., Mobile, AL 36608

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

Commanders Circle and Old Bay Front Dr., Mobile, AL	50 +/- acres
Property Address 00977223, 00974949 and 00974903	Property Area (acres or square feet) Legal description and list of addresses attached
Parcel Number(s) or Key Number(s) R-1	I-2
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 ☒ *meeting has not occurred, but we have attached the information for the scheduled meeting.

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.

Kristen Roberts

Owner Signature

Kurt H. O'Sullivan

Applicant or Agent Signature (if applicable)

3/16/25

Date

3/17/25

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.

Kurt H. O'Sullivan

Applicant or Agent Signature

3/17/25

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

Revised February 2023

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

One of the principles of the Map for Mobile is strategic infill and redevelopment focusing on vacant properties. The rezoning of this property will allow for the redevelopment of the property that has been unused for many years. It will also provide support for Mobile International Airport surrounding businesses.

Institutional

Future Land Use Map (FLUM) Designation

I-2

Requested Zoning

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

If yes, describe the error

N/A

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

This property is currently unoccupied and contains multiple buildings in disrepair. The rezoning will allow for the redevelopment of the property with the same zoning as much of the surrounding property and uses that provide support for the surrounding businesses.

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

The property to the immediate west is Mobile International Airport (BFM). The Brookley Aeroplex is a thriving industrial complex supporting BFM's operations. This property is not suitable for R-1 uses given the zoning and uses of all of the surrounding properties.

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 2023

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.

Mobile International Airport (BFM), located to the west is currently undergoing an expansion. The Brookley Aeroplex is an Industrial complex that provides support for BFM and surrounding businesses.

2. Describe the surrounding land uses.

The property to the east, west and south are zoned R-1, but all have Institutional uses and are designated Institutional in FLUM. The property to the north is I-2.

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

The completed development of the property is not anticipated to have any adverse impacts on neighboring properties.

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

Utilities are adequate to accommodate the proposed request. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Applicant will be working in conjunction with the City to make the necessary improvements to Commanders Dr.

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

The property is located in close proximity to the Port of Mobile and immediately adjacent to Mobile International Airport (BFM). This proposal will provide additional support to the Port and BFM and the City's growing industrial businesses. Additionally, it will result in the redevelopment of currently unoccupied property that contains multiple buildings in disrepair.

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

There are no specific area plans for this property.

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Revised February 2023

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

The neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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Revised February 2023

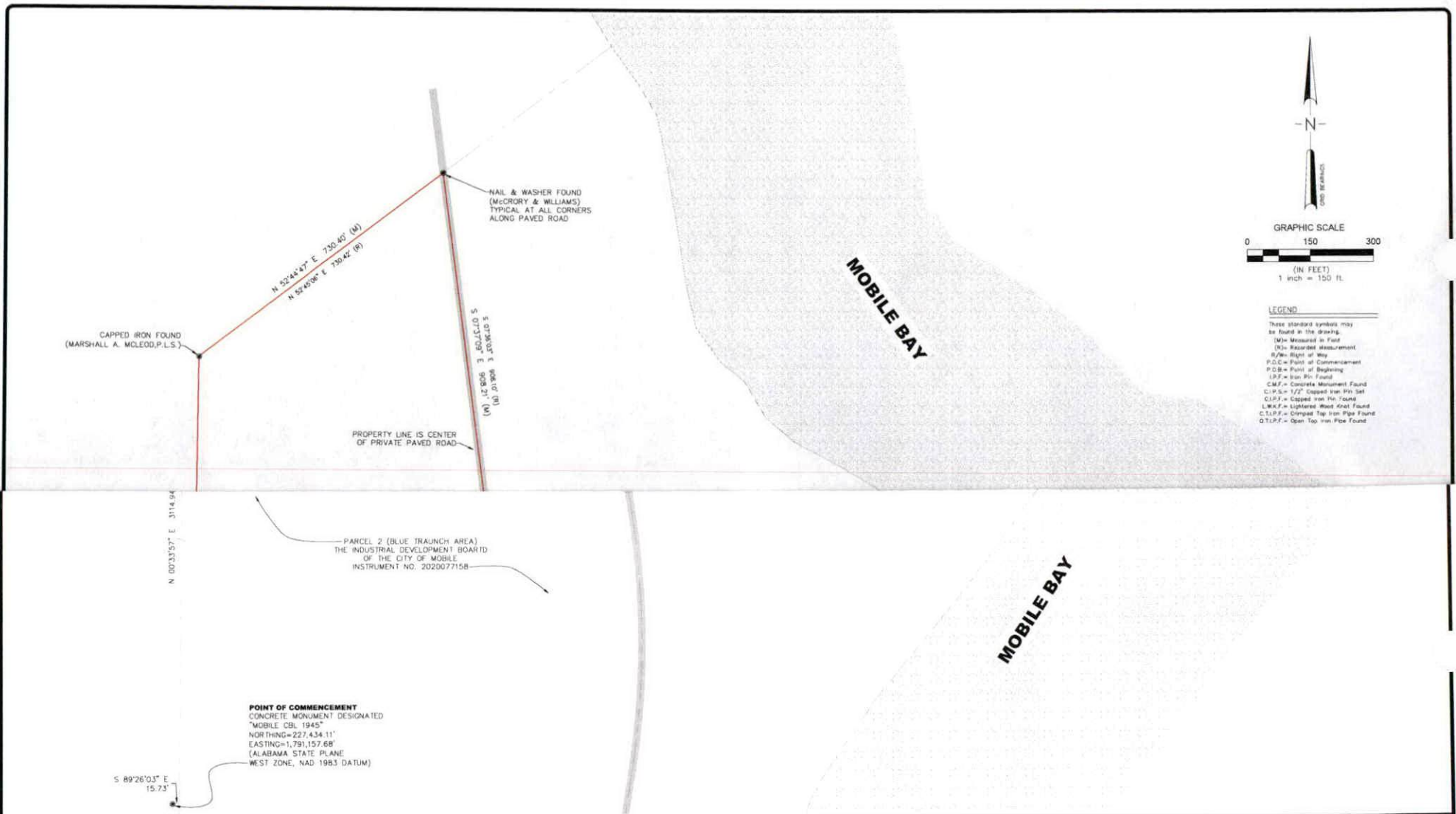
LEGAL DESCRIPTION and PROPERTY ADDRESSES

LEGAL:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

ADDRESSES – the following addresses have been associated with this property.

226-229 Commanders Circle
249 Commanders Circle
243 Commanders Dr
252-254 Commanders Dr.
4168 Commanders Dr.
4170-4173 Commanders Dr.
4182 Commanders Dr.
234 Club Manor Dr.
243 Club Manor Dr
2004-2005 Old Bay Front Dr.
251 Old Bay Front Dr
254 Old Bay Front Dr



Issue Date 09-29-2023 Sheet No. 1 OF 1	SURVEYOR'S CERTIFICATE I, Jason M. Linder, hereby certify that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.			UNIVERSITY OF SOUTH ALABAMA REAL ESTATE SERVICES BROOKLEY BAY FRONT PROPERTY SECTION 03, TOWNSHIP 5 SOUTH, RANGE 1 WEST MOBILE COUNTY, ALABAMA	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																																																																																					LINDER SURVEYING CONSULTANTS, LLC 370 FIRST STREET SILAS, ALABAMA 36619 (P) 251.524.9334 (E) jason@lindersurveying.com
Drawn JML																																																																																																										
Checked TAG																																																																																																										
Approved JML																																																																																																										

NEIGHBORHOOD MEETING DOCUMENTATION

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- c) Any Conditional Use Permit.

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- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

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

The neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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 2023



UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Office of the President

DATE: March 29, 2024

TO: Trae Catrett
Claire Easley
Kristen Roberts
Peter Susman

FROM: Jo Bonner

A handwritten signature in blue ink, appearing to read 'Jo Bonner', written over the printed name.

SUBJECT: Contract Officer Appointments

Please be advised that, pursuant to authorization by the USA Board of Trustees at its September 2020 meeting, I am designating you to serve as a contract officer for the University of South Alabama. This appointment memorandum supersedes the appointment memorandum dated April 12, 2023.

I appreciate your willingness to serve in this capacity.



KIM HASTIE
REVENUE COMMISSIONER
ASSESSMENT RECORD - 2025

P. O. BOX 1169
MOBILE AL 36633-1169
Tel: 251-574-8530
Printed On: 3/13/2025

PARCEL: 32 01 03 3 000 001.XXX
CORPORATION: I
OWNER: UNIVERSITY OF SOUTH ALABAMA
ATTN USA PROPERTIES
ADDRESS: 775 N UNIVERSITY BLVD BLDG 2 STE 150
MOBILE, AL 36608-4537
EXEMPT CODE: OTH []
OVER 65 CODE: DISABILITY CODE: EXM OVERRIDE AMT: \$0
PROP. CLASS: 2 [] SCHOOL DIST: 02 HS YEAR: 0
OVR ASD VALUE: CLMNT:

CLASS USE
FOREST ACRES: 0 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: \$320,500
NBH: MUNI 14 BROOKLEY AEROSPACE
PARENT PARCEL:
REMARKS: EXEMPT EDU
Last Modified: 3/13/2025 4:47:27 PM LETTERS
DEMOLITION TAX FIRE FEE STORM WATER FEE WEED FEE

LAND VALUE 10% \$0
LAND VALUE 20% \$320,500
CU VALUE [DEACTIVATED] \$0
LV 10% WITH CU [DEACTIVATED] \$0

TOTAL MARKET VALUE: \$320,500

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

ACT 2024-344 7% CAP:

STATUS: **EXCLUDED** REVIEW: **COMPLETED**

ASSD. VALUE: \$64,100 % CHANGE: 0.00

OVERRIDE: **NO**

Property Address:
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : 00974903

ASSESSMENT/TAX		Sort Code : B 00974903						
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX	
STATE	2	14	\$64,100	\$416.65	\$64,100	\$416.65	\$0.00	
COUNTY	2	14	\$64,100	\$1,314.05	\$64,100	\$1,314.05	\$0.00	
SCHOOL	2	14	\$64,100	\$897.40	\$64,100	\$897.40	\$0.00	
DIST SCHOOL	2	14	\$64,100	\$993.55	\$64,100	\$993.55	\$0.00	
CITY	2	14	\$64,100	\$448.70	\$64,100	\$448.70	\$0.00	
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00	

ASSD. VALUE: \$64,100.00 (\$64,100.00)

TAXABLE VALUE: \$320,500.00

EXMT. TAX: \$4,070.35

TOTAL MILLAGE: 63.5

\$4,070.35

ESTIMATED TOTAL:

\$0.00

INSTRUMENTS		SALES INFORMATION			
INST NUMBER	DATE	SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
6720-635	11/10/2010	11/10/2010	\$20,000,000	Land	NO - A
WD914-245	690900	9/1/1969	\$0	Land & Building	YES
				BOOK:6720 PAGE:635	
				BOOK:914 PAGE:245	

LEGAL DESCRIPTION

MAP NUMBER: 32 01 03 3 000 CODE1: CODE2:
SUB DIVISION1:
SUB DIVISION2:

MAP BOOK: PAGE:
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 3 TOWNSHIP1 5S RANGE1 1W
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 0.00 LOT DIM2 0.00 ACRES 2.862

SQ FT 124,652.597

METES AND BOUNDS:

COMG AT SW COR FRAC SEC 3 T 5S R1W THEN RUN E WITH S/L SD RUN SELY W/ N/L 50 FT(S) TO PT
THEN RUN S 2082 FT(S) TO S/L FRAC SEC 3 TH RUN W 60 FT(S) TO POB #SEC 3 T5S R1W #MP32 01 03 3
000

REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
2025	UNIVERSITY OF SOUTH ALABAMA ATTN USA PROPERTIES	2	OTH	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2024	BROOKLEY BAY FRONT PROPERTIES LLC C/O UNIVERSITY OF SOUTH ALABAMA	2	JUK	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2023	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148
2022	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project Brookley USA Property

Address Commanders Circle and Old Bay Front Dr., Mobile, AL

Owner University of South Alabama

Address 775 N. University Blvd, Ste 150, Mobile, AL Zip Code 36608

Phone 251-460-6100 Fax _____ Email hbrislin@southalabama.edu

Authorized Agent Philip Burton/Burton Property Group, LLC

Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608

Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Evan M. Geerts

Address 3703 Old Shell Rd., Mobile, AL Zip Code 36608

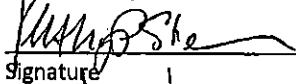
Phone 251-930-5891 Fax _____ Email egeerts@ddpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:


Signature

Date

3/17/2025

Print

Kathy Shenman

Applicant/Burton Property Group, LLC

Affiliation to project/Organization

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

Revised May 2020



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/2025

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: 3/25/2025

Neighborhood Meeting Time: 4pm - 5:30pm

Neighborhood Meeting Location: 1975 Ave C, Mobile, AL.

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 or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Burton Property Group, LLC

(First Name & Last Name)

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

X

Philip Burton

Date: 4/1/2025

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.

BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
DALEVILLE, AL 36322

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

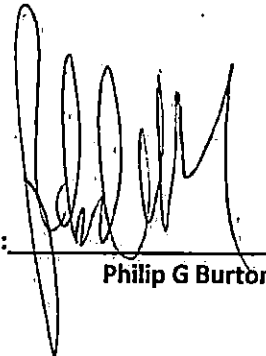
MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

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



Philip G Burton



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36607

March 10, 2025

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Burton Property Group** will be submitting to the Mobile City Planning Commission:

Application - Zoning Change to rezone the property at 226-229, 243 249-254, 4168, 4170-4173, 4182 Commanders Circle and 2005 Old Bay Front Road (tax parcel key numbers #00977223 and 00974949) from Single-Family Residential (R-1) to Heavy Industry (I-2).

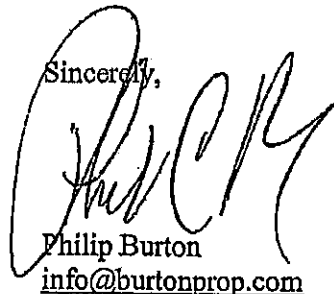
The Neighborhood Meeting will be held at the following time, date, and location:

March 25, 2025

4:00 PM to 5:30 PM
Aviation Center at Mobile
1975 Avenue C
Mobile, AL 36615
In the Library (LRC)

You are receiving this notice because your property is located within 300 feet of the above property, 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,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 4:00 pm – 5:30 pm

Location of Neighborhood Meeting: Aviation Center of Mobile,

1975 Avenue C, Mobile, AL 36615, in the Library (LRC)

Project Location: Commanders Circle and Old Bay Front Road, Mobile, AL

Project/Application: Rezoning from R-1 to I-2

Applicant's signature attesting to the accuracy of pages 1 thru 1:

X [Signature] Date: 3/25/2025

Please Sign in:

Name: HARRY BRISLIN, IV Email: hbrislina@southalabama.edu

Address: 403 ALFWOOD DR Phone: 251.460.6100

Name: Philip Mahoney Karen Hong Email: pmahoney@comtal.net

Address: 2039 Broad Street Phone: 251-214-4202

Name: David Rodgers Email: d.rodgers@mobilechamber.com

Address: 451 Gov't St Phone: 251-802-4541

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 4:00 p.m. – 5:30 p.m.

Meeting location: Aviation Center of Mobile, 1975 Avenue C, Mobile, AL

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

The Applicant is seeking to rezone the 50+/- acres located at Commanders Circle and Old Bay Front Dr., Mobile, AL. (Key #'s 00977223, 00974949 and 00974903) from an R-1 to I-2.

The following information was distributed:

No information was distributed at the meeting. The attached site exhibit, labeled P-5.1, and vicinity exhibit, labeled P-5.2 were on display during the meeting.

Below is a summary of what occurred at the meeting.

Philip Burton, with Burton Property Group, explained that an application has been filed to rezone the property from R-1 to I-2. Those in attendance asked about the allowed uses for I-2 zoning and Philip Burton explained that the surrounding property was zoned I-2 as well. There were no other questions and the meeting concluded. No minutes were recorded.

The Neighborhood Meeting ended at the following time: 5:30 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

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:

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

Neighborhood Meeting Proceedings:

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

March 25, 2025, 4:00 pm – 5:30 pm, at Aviation Center of Mobile, 1975 Avenue C, Mobile, AL 36615

2. What information was presented at the meeting?

See attached Neighborhood Meeting Summary

3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

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

No modifications were necessary.



ROADWAY (THIS PROJECT)

PAVEMENT (BY OTHERS)

PROPERTY LINE

NICHOLAS

BPG

Burton
PROPERTY GROUP



BROOKLEY FLEX SPACE COMPLEX

PARCELS 00977223 & 00974949

MOBILE, ALABAMA
FOR BURTON PROPERTY GR

FOR BURTON PROPERTY GROUP

DDG
3775 OLD BRILL ROAD
MOBILE, AL 36688
251.938.5981

PRELIMINARY NOT
FOR
CONSTRUCTION

PROJECT NO. 24-1136

SUBMITTED FOR REVIEW
 12/11/2019

CHECKED	ENG
---------	-----

SHEET

P-5.1



Add a Caption

Friday • Mar 14, 2025 • 10:14 AM

[Adjust](#)

 IMG_4124

Apple iPhone 13 Pro Max

HEIF



Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 × 4032 • 3.3 MB

ISO32

132mm

0ev

$f2.8$

1/125s



BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

ARMY AVIATION FEDERAL
CREDIT UNION
PO BOX 8
DALEVILLE, AL 36322

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167



Agenda Item # 9

ZON-UDC-003286-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2005 Old Bayfront Road & 4182 Commanders Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

University of South Alabama

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

I-2, Heavy Industry District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to I-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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Staff Comments	3
Commission Considerations	4
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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		
 NTS			

SITE HISTORY

The subject site was developed in 1940 as part of Brookley Army Airfield with the military in preparation for World War II. With the formation of the U.S. Air Force later in the war, it became known as Brookley Air Force Base.

The area was annexed into the City of Mobile in 1956.

With the closure of Brookley Air Force Base in 1969, the area was transferred to the City of Mobile, and later to the University of South Alabama and used for student housing and various educational purposes.

The site has never been before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects 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-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site is surrounded by properties zoned R-1 used for various military, technical school and commercial purposes. It is generally within 300 feet of the Brookley Aeroplex area used for the airfield and Airbus Final Assembly facility. It was used for personnel housing and recreational/entertainment purposes during its military occupation, and is now vacant.

The applicant states that the property is not suitable for R-1 use given the zoning and uses of all the surrounding properties. It is stated that the rezoning will allow for the redevelopment of the property and will provide support for Mobile International Airport and surrounding businesses, and will align the property with the current uses of all surrounding property.

The applicant states that there are no specific plans for the property at this time. The site plan submitted with the application is in line with that statement as it does not indicate any new development for the site.

REZONING CONSIDERATIONS

Standards of Review:

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

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

development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

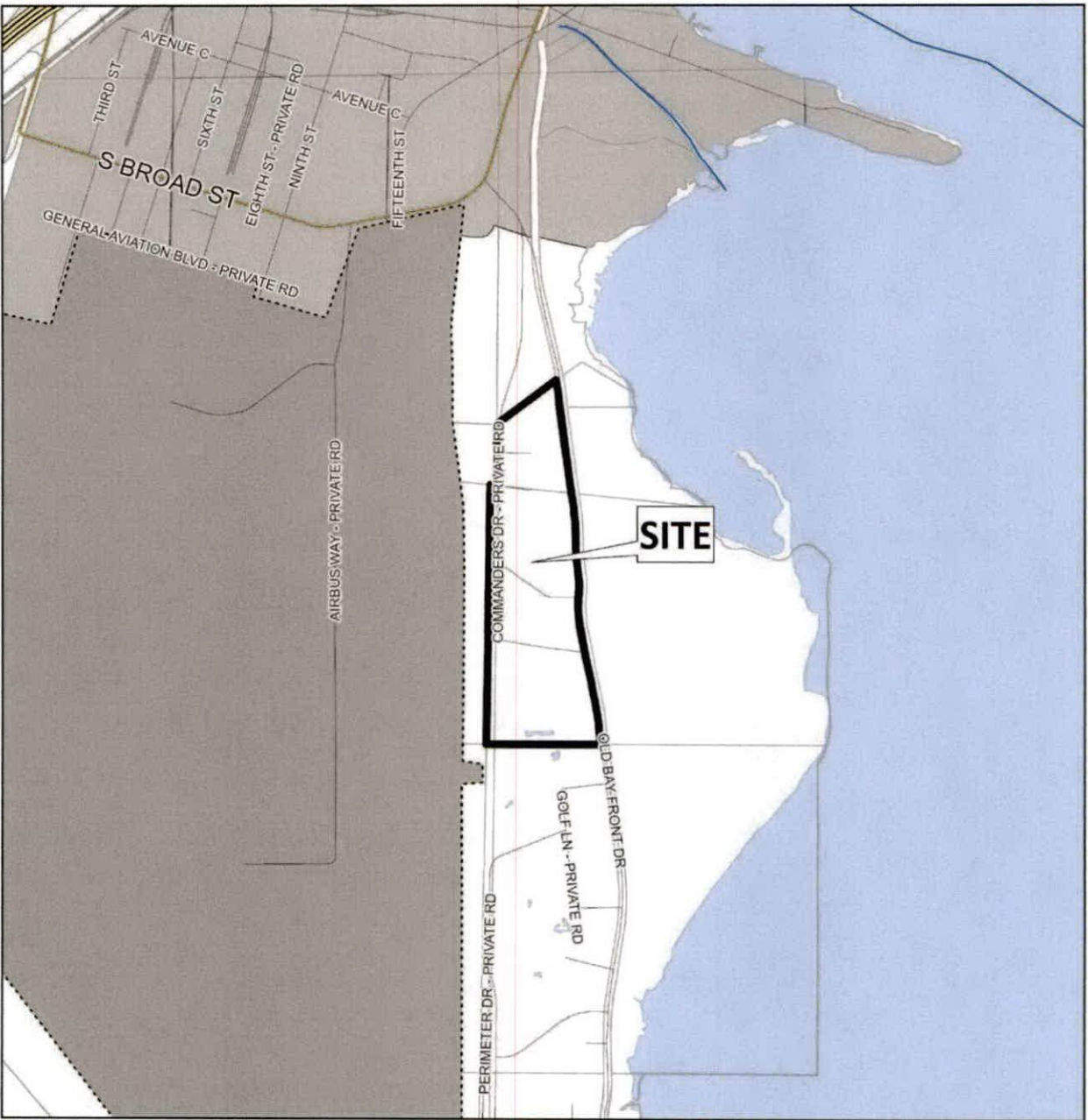
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



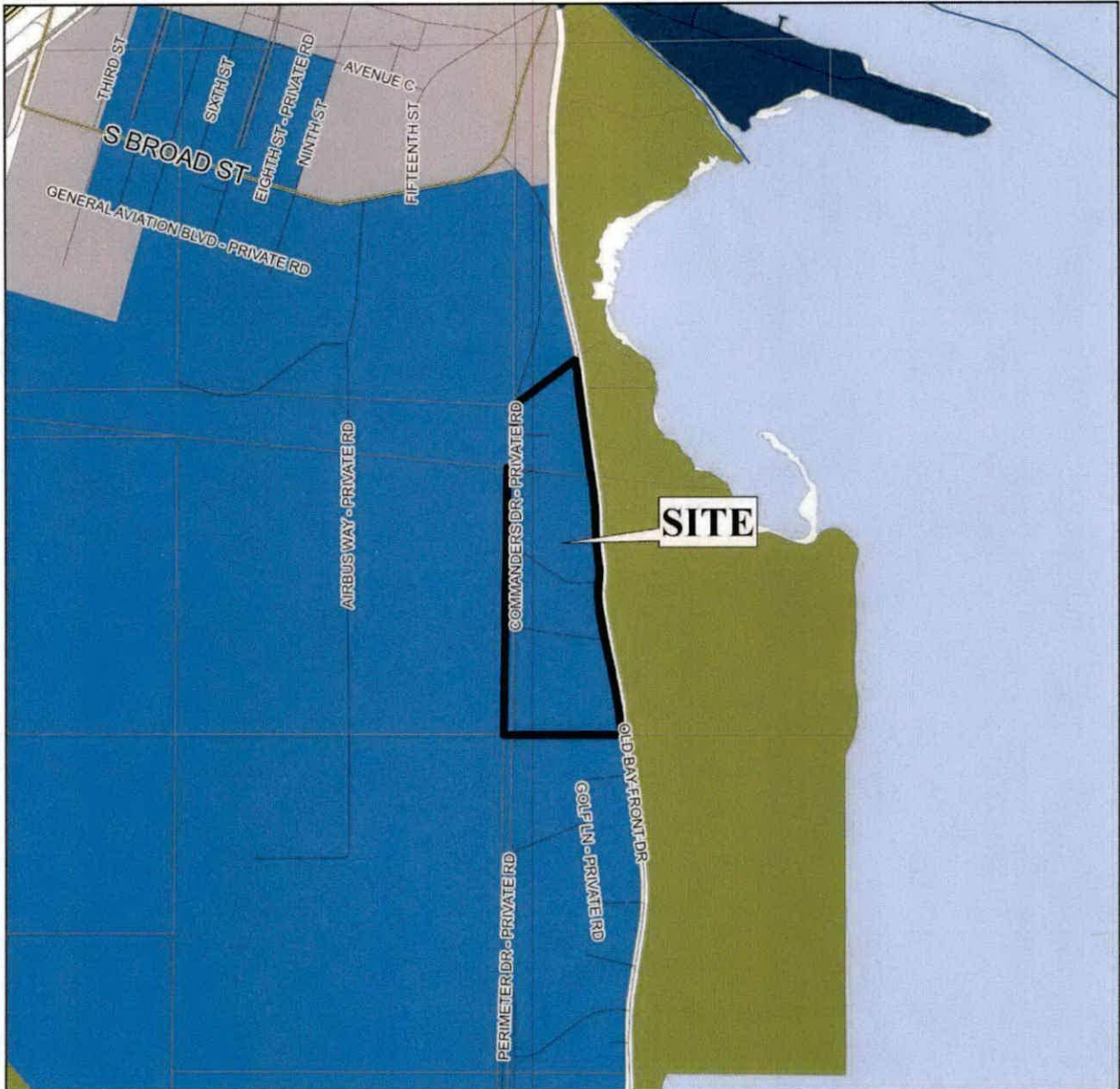
APPLICATION NUMBER 9 DATE April 17, 2025

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE April 17, 2025

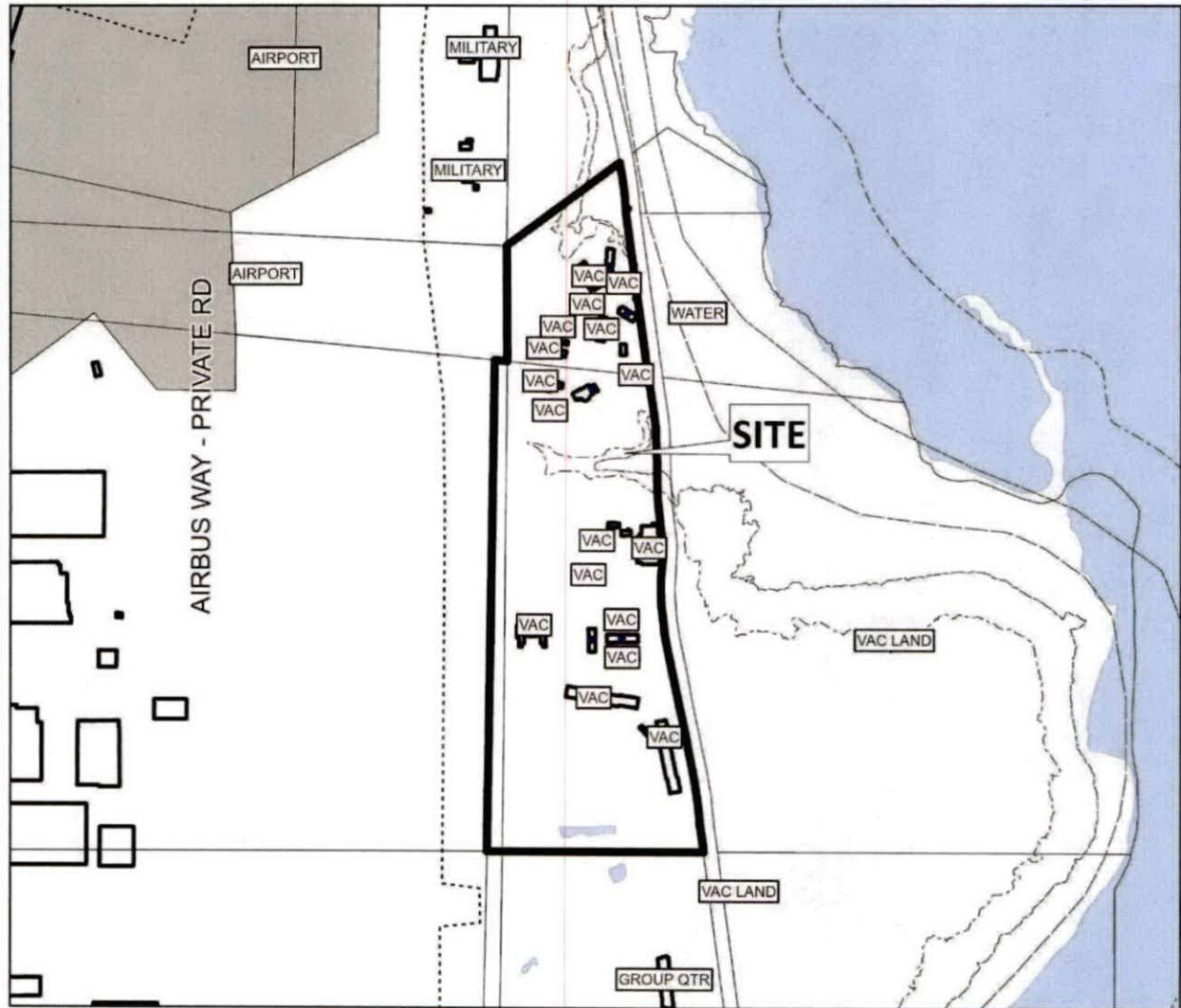
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER 9 DATE April 17, 2025

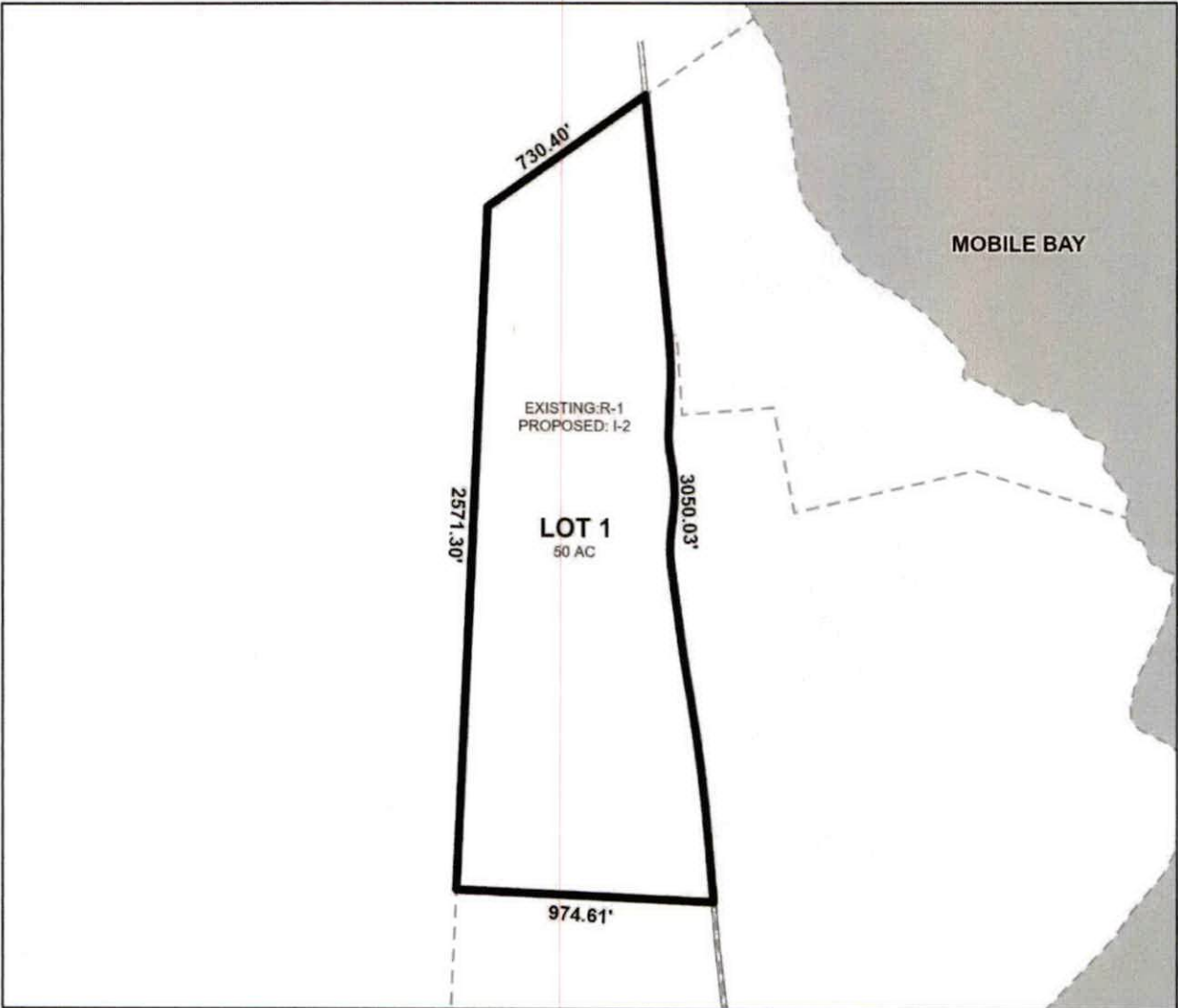
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



SITE PLAN



The site plan illustrates the proposed zoning change.

APPLICATION NUMBER <u>9</u>	DATE <u>April 17, 2025</u>
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>	
REQUEST <u>Rezoning from R-1 to I-2</u>	



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 (WDW/RU)
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)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are

included. Parks and public open space are not included but have their own land use classification.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

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 **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 10th day of June, 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.

HISTORIC AVENUE OVERLAY

A. Applicability

1. This Article applies to residential properties within the Historic Avenue Overlay, the boundaries of which are depicted on the official Zoning Map and is the area as follows:

(a) Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

2. Properties developed or redeveloped within the Historic Avenue Overlay shall comply with the regulations of the Historic Avenue Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code,

including but not limited to Chapter 17 – Stormwater Management and Flood Control and Chapter 25 – Garbage, Litter And Lot Maintenance.

3. Except where explicitly provided to the contrary, whenever the requirements of these Overlay regulations are in conflict with the other requirements of this Chapter, the requirements within this Overlay shall supersede.

4. However, the underlying requirements remain applicable where this overlay remains silent. To the extent that the requirements of this Overlay conflict with any requirements of the Unified Development Code, the requirements of this Overlay shall govern. However, the base zoning district requirements apply where this Overlay is silent.

B. Purpose and Intent

1. This Overlay establishes an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

2. This Overlay recognizes that with very few exceptions the properties within this Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of this Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of housing types. By adopting this Overlay, it is the intention of the City Council to discourage the rezoning of any property within the Overlay boundaries to R-3, Multi-Family Residential.

C. Lot of Record

1. A Lot of Record is defined as 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.

(a) Lots of Record as defined above may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.

2. For sites that are not a Lot of Record, the applicant should work with the Planning Staff regarding the requirements for Subdivision approval.

D. Permitted Uses.

1. Duplexes.

(a) A Duplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than two (2) families, each living as an independent housekeeping unit.

(b) One (1) Duplex is allowed by right on a single lot, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Two (2) off-street parking spaces are required for each Duplex.

2. Triplexes.

(a) A Triplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than three (3) families, each living as an independent housekeeping unit.

(b) One (1) Triplex is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Three (3) off-street parking spaces are required for each Triplex.

3. Accessory Dwelling Units.

(a) An Accessory Dwelling Unit (ADU) is a secondary, independent living facility located in, or on the same lot or Building site as, a single-family residence. This includes a Building or part of a Building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling, or a detached Building on the same lot or Building site.

(b) Applicability. This Section allows Accessory Dwelling Units (ADUs) with standards to ensure that they do not change the residential character of the principal use.

(c) Where Allowed:

(1) ADUs are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

(2) There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

(d) Dimensional Standards

(1) ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

(2) No ADU may be taller than the principal dwelling unit.

(e) Location of ADU

(1) An ADU shall be located behind the principal dwelling and comply with the setback requirements of Section E. Dimensional Standards of this Overlay.

(2) An ADU shall not be located in any recorded easement.

(f) Building Standards.

(1) All Structures used for ADUs shall comply with current Building Code requirements, including the obtaining of all required building and construction permits, inspections and approvals.

(2) All Structures used for ADUs shall be affixed to or constructed on a permanent foundation.

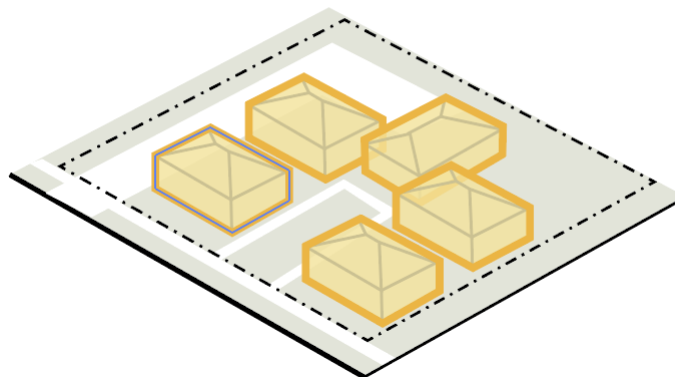
(3) A manufactured or mobile home shall not be used for an ADU.

(4) A moveable Structure shall not be used for an ADU.

(g) Parking. Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

4. Cottage Courts

Figure 64-15-1.1 Cottage Courts



(a) Cottage Courts consist of three (3) or more detached, single-family dwellings arranged around a courtyard or open space.

(1) Cottage Courts are allowed by Right subject to the following requirements:

- a. For three dwellings on a single lot, the lot must consist of 6,000 square feet or greater.
- b. For four (4) dwellings or more, an additional 1,000 square feet of lot size is required per dwelling.
- c. One (1) off-street parking space per dwelling unit must be provided and cannot be located between the dwelling unit or courtyard/open space and the street.

5. Townhome

(a) A Townhome is a single-family dwelling unit erected in a row as a single building on adjoining lots, each being separated from the adjoining unit or units by a fire wall (constructed in accordance with applicable building codes) along the dividing lot line and in compliance with the Section E. Dimensional Standards of this Overlay.

(b) Townhomes constructed on adjoining lots are allowed by right, subject to the requirements of the Dimensional Standards of this Overlay.

(c) One (1) off-street parking space is required for each Townhome.

E. Dimensional Standards.

1. Applications to create new legal lots of record shall comply with the requirements of this Overlay.

2. When subdividing an existing lot into one (1) or more lots, no new lot shall be smaller in area than 2,000 square feet, or narrower in width than 20 feet.

Lot Area	No minimum lot area required; however, for newly created lots the minimum lot area shall be 2,000 square feet.
Lot Width	For newly created lots, no new lots shall be narrower in width than 20 feet.
Coverage (max)	For lots less than 6,000 sq. ft. building site coverage may go up to 75% including an ADU. Otherwise, underlying district requirements apply.

Height (max)	35 -feet
Front Yard (min-max)	The Front Yard setback shall be a minimum of five (5) feet. The maximum setback shall be no greater than the setback of any existing structure on the same side of the street within the same block face, but in no event more than 25-feet.
Side Yard (min)	Side Yards must be in compliance with all applicable building and fire codes (exclusive of right-of-way). Additions to an existing Structure may align with the existing building. For attached homes such as townhomes (i.e. zero-lot line), the side yard setback for lots adjoining lots outside the development must provide a minimum three (3) foot side yard setback. For corner lots, the side street setback shall be at least five (5) feet; however, additions to an existing dwelling may align with said dwelling.
Rear Yard (min)	5 feet

F. Developmental Standards.

1. Sites located in City designated flood zones must have a finished floor elevation that meets the minimum standards of the City of Mobile Engineering Departments Flood Damage Control Ordinance.

a. Additionally, sites located within an area of known flooding as designated by the City Engineer must comply with the requirements set forth by the City Engineer.

G. Parking

1. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

H. Existing Foundations

1. A residential structure may be placed on an existing foundation footprint subject to compliance with the applicable Building Code and Section F. Developmental Standards.
2. Expansion of, or additions to, the existing foundation footprint shall comply with Section E. Dimensional Standards of this Overlay.

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, June 5, 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 10th day of June, 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 14th day of May 2025 in the Lagniappe.

The proposed Historic Avenue Overlay is intended to establish an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

The Overlay will apply to residential properties within the following described area:

Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of

Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

The Overlay recognizes that with very few exceptions the properties within the Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of the Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of lower density housing types. Except where explicitly provided to the contrary, whenever the requirements of the Overlay regulations are in conflict with the other requirements of the Unified Development Code, Chapter 65 of the Mobile City Code, the requirements within the Overlay shall supersede and govern.

The Overlay provides as follows:

1. Defined Lots of Record may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.
2. One Duplex, as defined in the Overlay, is allowed by right on a single lot, subject to the requirements of the Dimensional Standards of the Overlay; and that two (2) off-street parking spaces are required for each Duplex.
3. One Triplex, as defined in the Overlay, is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of the Dimensional Standards of the Overlay; and that three (3) off-street parking spaces are required for each Triplex.
4. Accessory Dwelling Units (ADUs) are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

No ADU may be taller than the principal dwelling unit.

An ADU shall be located behind the principal dwelling and comply with the setback requirements of Dimensional Standards of the Overlay.

All Structures used for ADUs shall be affixed to or constructed on a permanent foundation. A manufactured or mobile home shall not be used for an ADU. A moveable Structure shall not be used for an ADU.

Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

5. Cottage Courts consisting of three (3) or more detached, single-family dwellings arranged around a courtyard or open space, are allowed by Right subject to certain requirements.

6. Townhomes constructed on adjoining lots are allowed by right, subject to Dimensional Standards established by the Overlay.

7. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

8. A residential structure may be placed on an existing foundation footprint subject to compliance with applicable Building Code and Developmental Standards.

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, June 5, 2025.

RESOLUTION

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to City of Mobile Code of Ordinances, Chapter 15, Article V, Sections 15-131 and 15-132, Haley Van Antwerp is re-appointed to the Mobile Museum of Art Board for a three-year term beginning October 1, 2025 and expiring on September 30, 2028.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$290.00** be transferred from the District 2 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation – Springhill Gymnasium to assist with the Learning Tree Basketball Tournament.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Joel Daves, District 5*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$20,000.00** be transferred from the District 5 Discretionary Capital Account 05 to Grants Project G-TAPVOS to assist with the Village of Springhill Sidewalks.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that pursuant to the provisions of Section 11-46-22, Code of Alabama, 1975, as amended, the places at which voting will be conducted in the Municipal Election to be held on Tuesday, August 26, 2025, are hereby established to comply with the Notice of Election given by the Mayor on June 4, 2025, which said Notice of Election is in form as follows:

NOTICE OF ELECTION OF MUNICIPAL OFFICERS

Notice is hereby given that on Tuesday, August 26, 2025, an election for the purpose of electing a Mayor and City Council for the following Council Districts: District Number 1, District Number 2, District Number 3, District Number 4, District Number 5, District Number 6, and District Number 7, for the City of Mobile, Alabama, will be held and that all registered and qualified electors of the state, who reside within the corporate limits of Mobile, Alabama, and have resided therein 30 days or more immediately preceding the date of the election, and who are qualified to vote in the county precinct which embraces and covers that part of the corporate limits of the City of Mobile, Alabama, in which the elector resides, will be authorized to participate in the election. The polls will be opened from 7:00 a.m. to 7:00 p.m. in the following locations:

WARD NO.:

VOTING CENTER:

1-1	Centerpointe Assembly of God Church, 1375 W. I-65 Service Rd., N.
1-2	Dotch Community Center, 3100 Bank Avenue
1-3	Figures Park Community Center, 658 Donald Street
1-4	Kiwanis Boys & Girls Club of Mobile, 712 Rice Street
1-5	New Shiloh Missionary Baptist Church, 2756 Old Shell Road
2-1	Bishop State Community College, 351 N. Broad Street
2-2	Thomas Sullivan Community Center, 351 N. Catherine Street
2-3	Robert L. Hope Community Center, 850 Edwards Street
2-4	James Seals Community Center, 540 Texas Street
2-5	Via Senior Center, 1717 Dauphin Street
2-6	Corinthian Missionary Baptist Church, 451 Weinacker Avenue

- 2-7 Mason Memorial Temple Church of God in Christ, 2157 Government Street
- 3-1 Rock of Faith Baptist Church, 1105 S. Ann Street
- 3-2 Morningside Elementary School, 2700 S. Greenbrier Drive
- 3-3 Eichold-Mertz Elementary School, 2815 Government Boulevard
- 3-4 Gilliard Elementary School, 2757 Dauphin Island Parkway
- 3-5 Riverside Baptist Church, 3130 Dauphin Island Parkway
- 4-1 Our Savior Catholic Church, 1801 S. Cody Road
- 4-2 West Regional Library, 5555 Grelot Road
- 4-3 Dodge Elementary School, 2615 Longleaf Drive
- 4-4 Kate Shepard School, 3980-B Burma Road
- 4-5 Covenant Academy of Mobile, 4568 Halls Mill Road
- 4-6 Burroughs Elementary School, 6875 Burrough Lane
- 5-1 Rise Church, 6363 Picadilly Square Drive
- 5-2 E. R. Dickson Elementary School, 4645 Bit & Spur Road
- 5-3 Fonde Elementary School, 3956 Cottage Hill Road
- 5-4 W. P. Davidson High School, 3900 Pleasant Valley Road
- 5-5 Holy Cross Lutheran Church, 3900 Airport Boulevard
- 6-1 Christ United Church, 6101 Grelot Road
- 6-2 Creekwood Church of Christ, 1901 Schillinger Road, S.
- 6-3 Connie Hudson Regional Senior Community Center, 3201 Hillcrest Road
- 6-4 Woodridge Baptist Church, 2700 Schillinger Road, S.
- 7-1 Independent Living Center, 6750 Howells Ferry Road
- 7-2 Mobile Museum of Art, 4850 Museum Drive
- 7-3 Friendship Missionary Baptist Church, 545 Cody Road, N.
- 7-4 St. John United Methodist Church, 6215 Overlook Road

BE IT FURTHER RESOLVED that the aforesaid voting places shall also be utilized for any necessary runoff election.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Lisa C. Lambert, City Clerk, shall be, and she hereby is appointed as Acting Chief Election Officer of the City of Mobile with regard to the forthcoming Municipal Election scheduled for August 26, 2025, and she is to perform the duties delegated to the Mayor or Chief Executive Officer of the City.

BE IT FURTHER RESOLVED that, in the event of a run-off election, that said Lisa C. Lambert shall continue as the Acting Chief Election Officer for the City of Mobile in the performance of the duties as Chief Election Officer.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City of Mobile Municipal Election will be held on Tuesday, August 26, 2025; and

WHEREAS, Section 11-46-57, Code of Alabama 1975, provides that the City Clerk shall perform the duties of Absentee Election Manager; and

WHEREAS, for performing those duties, the manner and amount of compensation for the Absentee Election Manager is in the discretion of the City Council as established by Section 11-46-57;

NOW THEREFORE BE IT RESOLVED, that the City Council approves the pay of City Clerk Lisa C. Lambert for the performance of her duties as Absentee Election Manager for the Municipal Election at a rate of **\$300.00 per day** for a total amount to be determined upon final completion of her duties.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Robert Lasky, Executive Director of Public Safety

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-FY25 PERG

REVIEWERS:

Kelsi Tippery
Laura Angle
Cherlina Monteiro
James Barber

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 Mayor is authorized to apply, accept and receive from the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), grant assistance in the amount of \$250,000.00 in support of the FY 2025 Pipeline Emergency Response Grant (PERG). There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

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, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Martina White (June 2024) (Employee # 20062)
City Clerk's Office

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

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, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **June 2025 – Tanya Gullett (Employee # 9733) Public Works - Parks & Recreation**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00 to Youth on the Winning Side, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to Youth on the Winning Side*, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Youth on the Winning Side***, will be used to *assist with Iron Sharpens Iron Chapter 2 Forum*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$500.00 to Youth on the Winning Side***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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 **Opportunities 4 Entertainment***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **Opportunities 4 Entertainment***, 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 **Opportunities 4 Entertainment**, will be used to *assist with the upcoming MOB Fest*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Opportunities 4 Entertainment**, 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 William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$4,200.00 to **Marching Cougars Band***, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Gulf Coast Dementia Services, Inc.***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Marching Cougars Band***, will be used to *assist with the purchase of band uniforms and operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$4,200.00 to Marching Cougars Band***, 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

03-821

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor's appointment of Ken Kvalheim to the Mobile Housing
Authority Board, for a term effective June 2025 through September 30, 2027,
is hereby approved and confirmed.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Agreement to provide accounting services to the SWDA

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Standard - SWDA Landfill Accounting Agreement
2. SWDA Accounting Agreement

REVIEWERS:

Trevor Luenser

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 Agreement for accounting services described in the LANDFILL ACCOUNTING AGREEMENT between the City of Mobile and the Solid Waste Disposal Authority (SWDA) of The City of Mobile, Alabama 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

LANDFILL ACCOUNTING AGREEMENT

This LANDFILL ACCOUNTING AGREEMENT (“Agreement”), is effective as of June ___, 2025, between Solid Waste Disposal Authority of The City of Mobile, Alabama (“SWDA”), and The City of Mobile, Alabama (“City”) (collectively, the “Parties”).

RECITALS

WHEREAS, the SWDA was formed by the City of Mobile pursuant to §11-89A-1 et. seq. of the Alabama Code (“Act”); and

WHEREAS, the SWDA has been the owner of the Chastang Sanitary Landfill (Landfill) in Mount Vernon, Alabama since 1993, acquiring it from the City in that year; and

WHEREAS, the Landfill is leased to Waste Away Group, Inc. as part of a 2003 Bond Issue whereby the SWDA issued bonds, the proceeds of which were used for the construction of the GCCS; and

WHEREAS, the Landfill is operated pursuant to that certain Solid Waste Management Contract (“WM Operating Agreement”) entered into as of October 6, 1993 between the SWDA and Transamerican Waste Industries, Inc (“TWI”); and

WHEREAS, Waste Management, Inc., along with its affiliates, Waste Away Group, Inc. and WM Mobile Bay Environmental Center, Inc., (collectively, “WM”) are the successors to TWI; and

WHEREAS, the City is the Determining Municipality, and Determining Subdivision of the SWDA as defined under the Act; and

WHEREAS, the Act, specifically § 11-89A-15, provides for the that the City may provide services to the SWDA that benefit its function; and

WHEREAS, the SWDA is a non-profit entity third party entity, and its net earnings, pursuant to § 11-89A-19, are paid to its Determining Subdivision, in this case the City; and

WHEREAS, the SWDA does not have an accounting or bookkeeping department to handle its royalties from various operations at the Chastang Landfill, and the City has historically performed, and is currently performing, accounting functions for the SWDA; and

WHEREAS, the Parties intend that the purpose of this Agreement is to ratify and memorialize the arrangement and understanding of the Parties relating to the accounting services provided to the SWDA by the City, and the mutual benefit to both Parties of this arrangement:

NOW, THEREFORE, in consideration of the promises described herein, the mutual benefit of the Parties and other good and valuable consideration, the Solid Waste Disposal Authority of The City of Mobile, Alabama and The City of Mobile, Alabama agree as follows:

1. The City agrees to designate an employee in the Accounting Department who at the direction of the City's Comptroller will account for all income paid to the SWDA, including but not limited to the receipt of royalty payments that are due to the SWDA, and further pay all expenses, fees, costs, settlements, and other expenditures authorized by the SWDA. It is understood and acknowledged that the City Comptroller will supervise this process and be available to the SWDA to answer any questions relating to the account and provide account balances, and income and expense details and history. The City understands and agrees that its approval is not needed with respect to payments authorized by SWDA, and that it will process and make the payments as directed by the SWDA.
2. The City will provide a line-item monthly accounting statement that accurately depicts the SWDA's balance, and income and expense information. The City shall confirm that the SWDA's balance as reflected on the line item is in immediate available funds and provide the Chairman of the SWDA or the Chairman's designee with monthly accounting reports showing the balance, income and expenses for each month.
3. The City agrees to promptly pay all reasonable expenses, fees, costs and settlements authorized by the Director of Public Works/Services and the SWDA through its Chairman or Chairman's designee.
4. The City understands and acknowledges that certain expenses of the Chastang Landfill may relate to a portion of the Landfill operated by the City prior to 1993, and that certain expenses, including monitoring and testing expenses and costs, may be associated with disproving assertions made by the Landfill Operator. In those situations, the City agrees to pay those costs directly to, or reimburse, the SWDA for such costs.
5. The Parties acknowledge that the term of this Agreement extends for a period of Forty-Five (45) years as provided in the Act, and any extension thereof as the Act allows.
6. The Parties each, respectively, represent and warrant that their execution of this Agreement is duly authorized by their respective bodies and entities.
7. The Parties each acknowledge there shall be no third party beneficiaries to this agreement.
8. This agreement may be terminated by either party by providing thirty (30) days written notice to the other party.

WHEREUPON, the Parties have set their executed same on this the ____ day of _____, 2025.

Solid Waste Disposal Authority of The City
of Mobile, Alabama.

By: _____
Pete Riehm, Chairman

Attest: _____
Secretary

The City of Mobile, Alabama.

By: _____
William S. Stimpson, Mayor

Attest: _____
City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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 Business Oriented Software Solutions, Inc for one-year subscription for Bosssdesk incident reporting and management software, to include implementation .
and training for MIT.

Amount of Contract:

\$19,950.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250603 Boss Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 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 Business Oriented Software Solutions, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Business Oriented Software Solutions, Inc for one-year subscription for Bosssdesk incident reporting and management software, to include implementation . and training for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$19,950.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Bid exempt as software.

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

How many bidders submitted bids (if applicable): NA

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

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>24563</u>	2025	(5000) INFORMATION TECHNOLOGY	ONE YEAR SUBSCRIPTION TO BOSSDESK INCIDENT REPORTING AND MANAGEMENT SOFTWARE, TO INCLUDE IMPLEMENTATION AND TRAINING (PRICE BELOW BID REQUIREMENT, BID EXEMPT AS SOFTWARE)	\$19,950.00	<u>(281065)</u> <u>BUSINESS</u> <u>ORIENTED</u> <u>SOFTWARE</u> <u>SOLUTIONS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024563-00 FY 2025 PO 25009766 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor BUSINESS ORIENTED SOFTWARE SOLUTIONS INMIT 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	Ship To 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	281065	05/15/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 PER YOUR QUOTE #20250131-140726338. BOSSDESK ENTERPRISE SUBSCRIPTION(CLOUD HOSTED) INCLUDES SERVICE CATALOG, PROBLEM & CHANGE MGMT, INCIDENT MGMT, MOBILE APPS, CUSTOM WORKFLOWS, POSTBOX INTEGRATION, CUSTON REPRORTING, DEDICATED U.S. BASED SUPPORT, U.S. BASED SUCCESS TEAM	25.00 EACH	588.00000	14700.00
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1 1000.10.23.5000.5000.5000.0000.0000.42115.	14700.00
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Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
GREG HOLLIDAY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

002 BOSSDESK ASSET MGMT COMPLETE LIFE CYCLE MGMT OF IT AND NON-IT ASSETS.	2500.00 EACH	1.50000	3750.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024563-00 FY 2025 PO 25009766 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Converted	Page 2
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Vendor BUSINESS ORIENTED SOFTWARE SOLUTIONS INMIT 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	Ship To 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	281065	05/15/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	BILLED PER ASSET			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3750.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	BOSSDESK IMPLEMENTATION CONFIGURATION & TRAINING CONFIGURE BOSSDESK AND TRAINING ADMINS/AGENTS- ESTIMATED 10 HOURS. ADDITIONAL SERVICES CAN BE PROVIDED AS PROFESSIONAL SERVICES FOR \$150/HR	1.00 EACH	1500.00000	1500.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024563-00 FY 2025 PO 25009766 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor BUSINESS ORIENTED SOFTWARE SOLUTIONS INMIT 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	Ship To 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	281065	05/15/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

[Requisition Link](#)

Requisition Total 19950.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	19950.00	2382592.65
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	05/15/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/15/25	SCOTT KEARNEY	
Approved	05/15/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	05/30/25	DONALD ROSE	Auto approved by: 9105fola
Approved	05/30/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	05/30/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	05/30/25	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024563-00 FY 2025 PO 25009766 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Converted	Page 4
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Vendor BUSINESS ORIENTED SOFTWARE SOLUTIONS INMIT 350 RESEARCH COURT SUITE 110 PEACHTREE CORNERS, GA 30092 Tel#678-684-1213 Fax 866-403-9388	Ship To 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/15/25	281065	05/15/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/30/25 CLAUDE BUERGER IV		Auto approved by: 9105fola	
Approved	05/30/25 ANNE FOLEY			
Approved	05/30/25 JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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 Carrier Corporation for 20-ton Carrier Weathermaker rooftop unit for Cruise Terminal.

Amount of Contract:

\$24,998.00

Funding Source

Capital - Cruise Terminal Equip & Misc

ATTACHMENTS:

1. 20250604 Mingledorff Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 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 Carrier Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carrier Corporation for 20-ton Carrier Weathermaker rooftop unit for Cruise Terminal.
Capital - Cruise Terminal Equip & Misc

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$24,998.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement. Sourcewell cooperative purchasing agreement.

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

How many bidders submitted bids (if applicable): NA

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

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>24872</u>	2025	(3035) FACILITY MAINTENANCE	20-TON CARRIER WEATHERMAKER ROOFTOP CLIMATE UNIT FOR CRUISE TERMINAL (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$24,998.00	<u>(297060)</u> <u>CARRIER</u> <u>CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024872-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	1297060	05/21/25			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
PRICE PER SOURCEWELL CONTRACT #070121-CAR AND YOUR QUOTE #0525AGIL11041. 6-8 WEEK LEAD TIME CURRENTLY. PRICE INCLUDES 1 YEAR PARTS AND LABOR, 5 YR COMPRESSOR WARRANTY. EMAIL PO TO: AGILBERRY@MINGLEDORFFS.COM. LOCAL DISTRIBUTOR: MINGLEDORFF'S				
001	CARRIER MODEL 50FE-M24B2N6-8B0A0, Weathermaker Electric/Electric Rooftop • Standard Packaging • 460-3-60 • R454B • 20 Tons • Two-Stage Cooling - Single Circuit • Precoat Al/Cu Condenser Coil - Al/Cu Evaporator Coil, with Louvered Hail Guards • Standard/Medium Static - Vane Axial Fan • Return Air Smoke Detector • Standard Leak Temperature Economizer with Barometric Relief • Electro-Mechanical Controls with POL224 EconomizerONE (includes FDD)	1.00 EACH	24998.00000	24998.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0259 .CAPEQUIPMT.			24998.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024872-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 MYRA.JACKSON@CITYOFMOBILE.ORG Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	1297060	05/21/25			FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference CLIFTON THOMAS Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 24998.00

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

Account	Amount	Remaining Budget
E C0259 .CAPEQUIPMT. .	24998.00	295216.25

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

24998.00

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	05/28/25	SCOTT COLLINS	
Approved	05/29/25	BRENDA RHODES	Auto approved by: 9105ma1r
Approved	05/29/25	TIFFANY HOLLINS	Auto approved by: 9105ma1r

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024872-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved
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Page 3

Vendor
 CARRIER CORPORATION
 100 ALPHA DR #118

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

DESTREHAN, LA 70097

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Tel#504-388-0225
 Fax 985-764-7050

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	297060	05/21/25			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	05/29/25 RELYA MALLORY			
Approved	05/30/25 DONALD ROSE			
Approved	05/30/25 SANDRA LEWIS			
Approved	05/30/25 STEVEN KRONINGER			
Approved	05/30/25 SAMANTHA COOLEY			
Approved	05/30/25 CLAUDE BUERGER IV			
Approved	05/30/25 ANNE FOLEY			
Approved	05/30/25 JOHN PAINE			

Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature

Carrier Corporation

HVAC systems

#070121-CAR

Maturity Date: 8/12/2025

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 070121-CAR gives access to the following types of goods and services:

- Heating
- Ventilation
- Air conditioning
- Refrigeration systems
- Refrigeration controls
- HVAC services
- Sustainable solutions

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[ezIQ Contracts](#)

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

State Departments, Boards, and Commissions
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Section 39-2-2(d)(2), *Ala. Code* 1975 as amended by Act No. 2023-497, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded herein below. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase of air conditioning or heating units and systems from an Alabama vendor who has been granted approved vendor status as part of the following contract award:

- Sourcewell RFP #070121

*****This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.**

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. See Section 39-2-2(d)(2)b, *Ala. Code* 1975. Further, upon request, the vendor is required to provide the governmental entity with a report of sales made during the previous 12-month period. See Section 39-2-2(d)(2)d, *Ala. Code* 1975.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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 Long Lewis Ford of the Shoals, Inc for 2025 Ford Transit high-roof cargo van for Museum of Art.

Amount of Contract:

\$50,688.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250604 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 10 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 Long Lewis Ford of the Shoals, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc for 2025 Ford Transit
high-roof cargo van for Museum of Art.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$50,688.50

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

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

How many bidders submitted bids (if applicable): NA

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

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>25266</u>	2025	(F7000) MOTOR POOL	2025 FORD TRANSIT HIGH ROOF CARGO VAN FOR MUSEUM OF ART (AL STATE CONTRACT)	\$50,688.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER FORD TRANSIT HIGH ROOF VAN AS FOLLOWS: EXTERIOR LENGTH:219.9"; EXTERIOR WIDTH: 81.3"; EXTERIOR HEIGHT 82.2"; WHEELBASE: 148"; CARGO VOLUME: 277.7CU.FT GVWR 8,670// BODY EXTERIOR: 3 DOORS; SLIDING RIGHT REAR PASSENGER; DRIVER AND PASSENGER POWER REMOTE; MANUAL FOLDING DOOR MIRRORS; BLACK DOOR MIRRORS; BLACK BUMPERS; MANUAL AIR CONDITIONING; POWER FRON WINDOWS; DRIVER 1 TOUCH DOWN; REMOTE POWER DOOR LOCKS WITH 2 STAGE UNLOCK AND ILLUMINATED ENTRY; MANUAL TILT STEERING WHEEL; MANUAL TELESCOPIC STEERING WHEEL; A11 EMERGENCY SOS, WIRELESS PHONE CONNECTIVITY; 1 1ST ROW LCD MONITOR; FRONT CUPHOLDERS; DRIVER AND PASSENGER DOOR BINS; SEATING CAPACITY OF 2; FRONT BUCKET SEATS; 4-WAY DRIVER SEAT ADJUSTMENT; 4-WAY PASSENGER SEAT ADJUSTMENT; AM/FM STEREO RADIO; AUXILIARY AUDIO INPUT; EXTERNAL MEMORY CONTROL; STEERING WHEEL MOUNTED RADIO CONTROLS; 4 SPEAKERS; STREAMING AUDIO; FIXED ANTENNA; HALOGEN AEROCOMPOSITE HEADLIGHTS; BRAKE ASSIST W/HILL HOLD CONTROL;	1.00 EACH	49950.50000	49950.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	DUAL FRONT IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM W/PASSENGER CANCEL; DUAL SEAT MOUNTED SIDE IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; SAFETY CANOPY SYSTEM CURTAIN 1ST ROW OVERHEAD AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; BLIND SPOT INFO SYSTEM; AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM OCCUPANCY SENSOR; POWER REMOTE DOOR LOCKS W/2 STAGE UNLOCK AND PANIC ALARM; MANUALLY ADJUSTABLE FRONT HEAD RESTRAINTS; 3.5PFDI V6 ENGINE;TRANSIT CARGO VAN HIGH ROOF 148 WB. LONG RWD; BACK UP ALARM; DRIVER/PASS VINYL SEAT W/ARM REST;RUNNING BOARDS;WHITE IN COLOR WITH THE FOLLOWING OPTIONS R1X HIGH ROOF 148 WHEELBASE RWD 43B BACK UP ALARM 21P VINYL SEATS 68H RUNNING BOARDS PYZ WHITE AS PER STATE OF ALABAMA CONTRACT T-191 MA220000003123-11 AND YOUR QUOTE Additional Description Notes ----- 2025 OR NEWER FORD TRANSIT HIGH ROOF VAN AS FOLLOWS: EXTERIOR LENGTH:219.9"; EXTERIOR WIDTH: 81.3"; EXTERIOR HEIGHT 82.2"; WHEELBASE: 148"; CARGO VOLUME: 277.7CU.FT GVWR 8,670// BODY EXTERIOR: 3 DOORS; SLIDING RIGHT REAR PASSENGER; DRIVER AND PASSENGER POWER REMOTE; MANUAL FOLDING DOOR MIRRORS; BLACK DOOR MIRRORS; BLACK BUMPERS; MANUAL AIR CONDITIONING; POWER FRON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved
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Page 3

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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
06/02/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
WINDOWS; DRIVER 1 TOUCH DOWN; REMOTE POWER DOOR LOCKS WITH 2 STAGE UNLOCK AND ILLUMINATED ENTRY; MANUAL TILT STEERING WHEEL; MANUAL TELESCOPIC STEERING WHEEL; ALL EMERGENCY SOS, WIRELESS PHONE CONNECTIVITY; 1 1ST ROW LCD MONITOR; FRONT CUPHOLDERS; DRIVER AND PASSENGER DOOR BINS; SEATING CAPACITY OF 2; FRONT BUCKET SEATS; 4-WAY DRIVER SEAT ADJUSTMENT; 4-WAY PASSENGER SEAT ADJUSTMENT; AM/FM STEREO RADIO; AUXILIARY AUDIO INPUT; EXTERNAL MEMORY CONTROL; STEERING WHEEL MOUNTED RADIO CONTROLS; 4 SPEAKERS; STREAMING AUDIO; FIXED ANTENNA; HALOGEN AEROCOMPOSITE HEADLIGHTS; BRAKE ASSIST W/HILL HOLD CONTROL; DUAL FRONT IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM W/PASSENGER CANCEL; DUAL SEAT MOUNTED SIDE IMPACT AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; SAFETY CANOPY SYSTEM CURTAIN 1ST ROW OVERHEAD AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM; BLIND SPOT INFO SYSTEM; AIRBAG SUPPLEMENTAL RESTRAINT SYSTEM OCCUPANCY SENSOR; POWER REMOTE DOOR LOCKS W/2 STAGE UNLOCK AND PANIC ALARM; MANUALLY ADJUSTABLE FRONT HEAD RESTRAINTS; 3.5PFDI V6 ENGINE;TRANSIT CARGO VAN HIGH ROOF 148 WB. LONG RWD; BACK UP ALARM; DRIVER/PASS VINYL SEAT W/ARM REST;RUNNING BOARDS;WHITE IN COLOR			

AS REQUESTED BY 0560-MOBILE MUSEUM OF ART

1 1000.50.23.0560.0560.4000.0000.0000.45040.	49950.50
--	----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	738.00000	738.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.50.23.0560.0560.4000.0000.0000.45040.			738.00
	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 50688.50

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

Account	Amount	Remaining Budget
1000.50.23.0560.0560.4000.0000.0000.45040.	50688.50	293130.69
MOBILE MUSEUM OF ART EXP	MOTOR POOL BUDGET RATE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025266-00 FY 2025 Acct No: 1000.50.23.0560.0560.4000.0000.0000.45040. Review: Buyer: Status: Approved	Page 5
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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
06/02/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	06/03/25	DONALD ROSE	Auto approved by: 9105paij	
Approved	06/03/25	SANDRA LEWIS	Auto approved by: 9105paij	
Approved	06/03/25	STEVEN KRONINGER	Auto approved by: 9105paij	
Approved	06/03/25	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	06/03/25	CLAUDE BUERGER IV	Auto approved by: 9105paij	
Approved	06/03/25	ANNE FOLEY	Auto approved by: 9105paij	
Approved	06/03/25	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract Ford Fleet T191 Long Lewis Shoals	Type Master Agreement
Supplier Long-Lewis Of The Shoals Inc	Contract Code MA220000003123
Linked Solicitation Ford Fleet T191 -Bid-	Sourcing Number SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations State of Alabama
--

Contract Validity

Start Date 6/14/2022	End Date 6/14/2026
--------------------------------	------------------------------

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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 Sunbelt Fire Inc for 30 sets of fire bunker gear and boots, and 30 fire helmets, for MFRD.

Amount of Contract:

\$146,550.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250603 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 30 sets of fire bunker gear and boots,
and 30 fire helmets, for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$146,550.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): NA

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

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>24785</u>	2025	(1510) FIRE ADMINISTRATION	30 SETS OF FIRE BUNKER GEAR (COATS AND PANTS), 30 PAIRS OF LEATHER FIRE BOOTS, AND 30 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$146,550.00	<u>(198904)</u> <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q-36760/Q-36761/Q-36759 AND HGAC CONTRACT EE11-24 FIRE PROTECTION CLOTHING AS SPECIFIED: FIRE COAT, GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold ; *HGAC Contract: EE11-24* PER QUOTE Q-36759 Vendor Item	30.00 EACH	2215.00000	66450.00
-----	---	---------------	------------	----------

1	1000.30.15.1510.1522.1510.0000.0000.44020.			66450.00
---	--	--	--	----------

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

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

002	FIRE PROTECTION CLOTHING AS SPECIFIED: FIRE PANT, GLFC364-J	30.00 EACH	1660.00000	49800.00
-----	--	---------------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold *HGAC Contract: EE11-24* PER QUOTE Q-36759 Vendor Item 6120.70.15.0000.0000.1510.0000.0000.44020.			49800.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
003	BOOTS FIRE, LEATHER, PULL ON, BLACK. Additional Description Notes ----- BOOT, LEATHER 14" GLOBE, PULL ON GL1201420; *HGAC Contract: EE11-24* PER QUOTE Q-36761 Vendor Item Inventory Item/Loc 13931	30.00 EACH	585.00000	17550.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1755.00

=====	=====
Bill To	Requisition 00024785-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
05/20/25	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
2 1000.30.15.1510.1522.1510.0000.0000.44020.			15795.00

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

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

004 HAT/HELMET SAFETY INC FIRE HELMET	30.00	425.00000	12750.00
AS SPECIFIED; HELMETS; MSA10247315	EACH		
Stock Black 1836, Defender, Blk			
Nomex Earlaps, Carved Brass Eagle;			
HGAC Contract: EE11-24 PER QUOTE			
Q-36760			
Vendor Item			

1 6120.70.15.0000.0000.1510.0000.0000.44020.			12750.00
--	--	--	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 146550.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	82245.00	3976045.44
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.	64305.00	2076438.35
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/02/25	DONALD ROSE	Auto approved by: 910520704
Approved	06/02/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/02/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/02/25	SAMANTHA COOLEY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024785-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 5

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/20/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/02/25 CLAUDE BUERGER IV	Auto approved by:	910520704	
Approved	06/02/25 ANNE FOLEY	Auto approved by:	910520704	
Approved	06/02/25 JOHN PAINE	Auto approved by:	910520704	

Authorized By: _____ Date: _____
 Signature



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Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

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

Sunbelt Fire, Inc.

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

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

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

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Contact HGACBuy

Veronica Johnson

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

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

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

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunsetfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunsetfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

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

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunsetfire.com
Phone: 251-850-6929
Fax:

Contact HGACBuy

Veronica Johnson

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

[Return to Products & Services](#)[View This Contract](#)

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Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. Click here for details (</about/how-to-make-purchases.aspx>)

View Contacts (</contracts/contact-information?contractid=1138>)

[View Documents \(/contracts/documents?contractid=1138\)](/contracts/documents?contractid=1138)

[Return to Products & Services \(/products-and-services?contractid=1138\)](/products-and-services?contractid=1138)

All Products

Search Products				
Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective May 1, 2024 (/products-and-services/view-product?productid=38731)		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives. (/products-and-services/view-product?productid=38687)		Petzl		10%
Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation) (/products-and-services/view-product?productid=38694)		Arctic Compressors		2%
Adapters, etc. - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36341)		Kochek		25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes (/products-and-services/view-product?productid=36499)		Task Force Tips (TFT)		25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36512)		Task Force Tips (TFT)		Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36497)		South Park Brass		5%

AED devices, accessories, and training products (/products-and-services/view-product?productid=36395)	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact (/products-and-services/view-product?productid=36280)	Zoll Medical	10%
AED, CPR, BBP training (/products-and-services/view-product?productid=36398)	SafetyMed	10%
Air Compressor (/products-and-services/view-product?productid=36444)	Arctic Compressor	5%
Air Hammers (/products-and-services/view-product?productid=36439)	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36340)	Kochek	24%
All lighting Products (/products-and-services/view-product?productid=36508)	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches. (/products-and-services/view-product?productid=38681)	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment (/products-and-services/view-product?productid=36486)	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment (/products-and-services/view-product?productid=36397)	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36366)	5.11	16%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36367)	Armor Express	20%

Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36368)	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36369)	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36370)	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36374)	Shelby	10%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36375)	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36371)	HAIX	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36373)	Lion	10+%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36372)	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36388)	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36389)	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36384)	Enforcer	5%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36390)	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36392)	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36380)	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36391)	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36393)	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36386)	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36394)	Zico	6%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36376)	Akron Brass	31%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36377)	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36378)	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36379)	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36381)	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36382)	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36383)	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36385)	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36387)	National Foam	3%
Auto Crib It (/products-and-services/view-product?productid=36483)	Power Hawk	5%

Bear Training Solutions MSRP 2024 (/products-and-services/view-product?productid=38695)	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders (/products-and-services/view-product?productid=36409)	Boston Leather	5%
Black Diamond 2024 MSRP (/products-and-services/view-product?productid=38696)	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment (/products-and-services/view-product?productid=36502)	Tempest	5%
Boots (/products-and-services/view-product?productid=36419)	HAIX	5%
Boots (/products-and-services/view-product?productid=36408)	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear (/products-and-services/view-product?productid=36411)	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage (/products-and-services/view-product?productid=36511)	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment (/products-and-services/view-product?productid=38672)	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment (/products-and-services/view-product?productid=38678)	Air Systems	10%
Breathing Air System (/products-and-services/view-product?productid=36489)	SCBAS	5%
Brocco RANKIN 2024 MSRP (/products-and-services/view-product?productid=38697)	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List (/products-and-services/view-product?productid=38698)	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List (/products-and-services/view-product?productid=38699)	Bullard Imagers	7%

Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories. (/products-and-services/view-product?productid=38682)	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats (/products-and-services/view-product?productid=36422)	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment (/products-and-services/view-product?productid=38679)	Ajax Rescue Tools	10%
CMC Rescue Products (/products-and-services/view-product?productid=36285)	CMC Rescue	5%
Command Light Products (/products-and-services/view-product?productid=36312)	Command Light	10%
Complete RescueONE catalog of rescue boats and options (/products-and-services/view-product?productid=38673)	RescueONE	1%
Compressors, Fill Stations, Cylinders (/products-and-services/view-product?productid=36351)	MES-RevolveAir	0%
Confined space communication equipment & replacement parts (/products-and-services/view-product?productid=38689)	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers (/products-and-services/view-product?productid=38677)	Grace Industries	5%
Council Tools Products (/products-and-services/view-product?productid=36303)	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment (/products-and-services/view-product?productid=36485)	Red Head Brass	5%
Covert Armor Products (/products-and-services/view-product?productid=36294)	Covert Armor	40%
CrewBoss Products (/products-and-services/view-product?productid=36296)	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue (/products-and-services/view-product?productid=36505)	Turtle Plastics	5%

Curaplex Stop the Bleed Kit (/products-and-services/view-product?productid=36283)	North American Rescue	10%
Decon Products (/products-and-services/view-product?productid=36432)	SC Products	5%
Decon Shower & Pools (/products-and-services/view-product?productid=36421)	Husky Portable Containment	15%
Decontamination (/products-and-services/view-product?productid=36252)	FSI	9%
Decontamination (/products-and-services/view-product?productid=36246)	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment (/products-and-services/view-product?productid=36266)	Spill Tech	7%
Delta Fire & Safety Products and Services (/products-and-services/view-product?productid=36284)	Delta Fire & Safety	0%
DQE MSRP Price List - 2024 (/products-and-services/view-product?productid=38700)	DQE Haz-Mat	2%
Dragon Fire Products (/products-and-services/view-product?productid=36297)	Dragon Fire	10%
Drones and unmanned aerial vehicles (/products-and-services/view-product?productid=36275)	Fotokite	8%
Elbows, Adapter, Fittings, & Valves (/products-and-services/view-product?productid=36504)	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves (/products-and-services/view-product?productid=36514)	Trident Emergency Products	20%
Emergency rescue & safety equipment (/products-and-services/view-product?productid=38692)	Yates	10%
Emergency rescue equipment (/products-and-services/view-product?productid=38691)	Team	10%
Emergency Safety Equipment, PPE, boots (/products-and-services/view-product?productid=36279)	Black Diamond Group, Inc.	5%

Equipment, Hose, & Couplings (/products-and-services/view-product?productid=36506)	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots (/products-and-services/view-product?productid=36438)	343 Fire	5%
Euramco Ramjet 2024 MSRP PL (/products-and-services/view-product?productid=38701)	Euramco Ramjet Fans	5%
Extinguishers (/products-and-services/view-product?productid=36447)	Buckeye Fire Equipment	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36270)	AMKUS Rescue Systems	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36271)	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36332)	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36333)	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36326)	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws (/products-and-services/view-product?productid=36359)	SuperVac	9%
Fans, Saws, etc. (/products-and-services/view-product?productid=36361)	Tempest	20%
FAST Rescue Solutions Price List 2024 (/products-and-services/view-product?productid=38702)	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor (/products-and-services/view-product?productid=36327)	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc. (/products-and-services/view-product?productid=36353)	PointBlank	38%

Fire Blankets (/products-and-services/view-product?productid=36278)	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36348)	MES	0%
Fire Helmets (/products-and-services/view-product?productid=36322)	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List (/products-and-services/view-product?productid=36331)	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products (/products-and-services/view-product?productid=36302)	Fire Hooks Unlimited	10%
Fire Hose (/products-and-services/view-product?productid=36346)	Matex	20%
Fire Hose (/products-and-services/view-product?productid=36495)	Snap Tite / Fire Quip Hose	5%
Fire Hose (/products-and-services/view-product?productid=36475)	North American Fire Hose	5%
Fire Hose (/products-and-services/view-product?productid=36468)	Key Fire Hose	40%
Fire Hose & Couplings (/products-and-services/view-product?productid=36449)	BullDog Hose	5%
Fire Tools (/products-and-services/view-product?productid=36471)	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools (/products-and-services/view-product?productid=36457)	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear (/products-and-services/view-product?productid=36308)	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP (/products-and-services/view-product?productid=38703)	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024 (/products-and-services/view-product?productid=38704)	FireCraft Sensit Instruments	5%

Firefighter Accountability Systems (/products-and-services/view-product?productid=38674)	Grace Industries	10%
First Aid & Medical Equipment (/products-and-services/view-product?productid=36402)	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP (/products-and-services/view-product?productid=38706)	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories. (/products-and-services/view-product?productid=38683)	Flir Marine	10%
Flashlights, Scenelights & etc. (/products-and-services/view-product?productid=36358)	Streamlight	25%
FLIR Imagers, & Rescue Saws (/products-and-services/view-product?productid=36500)	Team Equipment	8%
FLIR Products (/products-and-services/view-product?productid=36290)	Flir	5%
Foam (/products-and-services/view-product?productid=36478)	Perimeter Solutions	5%
Foam (/products-and-services/view-product?productid=36450)	Chemguard	5%
Foam (/products-and-services/view-product?productid=36440)	ADH Fire Equipment Services Inc	10%
Foam (/products-and-services/view-product?productid=36459)	FireBull Enforcer	5%
Foam (/products-and-services/view-product?productid=36474)	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024 (/products-and-services/view-product?productid=38707)	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks (/products-and-services/view-product?productid=36467)	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List (/products-and-services/view-product?productid=36330)	Honeywell-Morning Pride	26%

Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List (/products-and-services/view-product?productid=36342)	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc. (/products-and-services/view-product?productid=36325)	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags. (/products-and-services/view-product?productid=38686)	Paratech	7%
Full range Fire-Dex equipment price list (/products-and-services/view-product?productid=36324)	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots (/products-and-services/view-product?productid=36305)	Fire-Dex	45%
Gas Detectors (/products-and-services/view-product?productid=36493)	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves (/products-and-services/view-product?productid=36465)	Harrington	5%
Genesis Rescue Products (/products-and-services/view-product?productid=36310)	Genesis Rescue Systems	5%
GfG Instruments 2024. (/products-and-services/view-product?productid=38708)	GfG Instruments	2%
Glass Removal Tool (/products-and-services/view-product?productid=36462)	Fox Manufacturing / Glas Master	5%
Gloves (/products-and-services/view-product?productid=36433)	Sensit / FireCraft	5%
Gloves (/products-and-services/view-product?productid=36434)	Shelby	5%
Gloves (/products-and-services/view-product?productid=36253)	Guardian Gloves	12%
Gloves (/products-and-services/view-product?productid=36258)	MCR Safety	7%

Gloves (/products-and-services/view-product?productid=36413)	Dragon Fire	5%
Gloves (/products-and-services/view-product?productid=36437)	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection (/products-and-services/view-product?productid=36420)	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats (/products-and-services/view-product?productid=36414)	Ergodyne	5%
Grain Bin Rescue (/products-and-services/view-product?productid=36463)	Great Wall of Rescue / Dunrite	5%
Gross Decon (/products-and-services/view-product?productid=36435)	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List (/products-and-services/view-product?productid=38709)	Groves/Ready-Rack	9%
Hand Tools (/products-and-services/view-product?productid=36476)	Nupla	5%
Harness/Personal Safety Belt (/products-and-services/view-product?productid=36425)	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escape Belts (/products-and-services/view-product?productid=36417)	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines (/products-and-services/view-product?productid=36431)	Rit Safety	5%
Harrington Inc 2024 MSRP (/products-and-services/view-product?productid=38710)	Harrington Valves	40%
Helmets (/products-and-services/view-product?productid=36427)	Phenix	5%
Helmets (/products-and-services/view-product?productid=36272)	Bullard Helmets	17%
Helmets (/products-and-services/view-product?productid=36412)	Draeger	10%
Helmets (/products-and-services/view-product?productid=36410)	Bullard	10%

Helmets, Safety Vest, & Boots (/products-and-services/view-product?productid=36426)	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP (/products-and-services/view-product?productid=38711)	HexArmor Gloves	18%
HexArmor Products (/products-and-services/view-product?productid=36287)	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list (/products-and-services/view-product?productid=36317)	Holmatro	3%
Honeywell Products (/products-and-services/view-product?productid=36288)	Honeywell	25%
Hoods & Gloves (/products-and-services/view-product?productid=36424)	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets (/products-and-services/view-product?productid=36460)	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List (/products-and-services/view-product?productid=36339)	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List (/products-and-services/view-product?productid=36337)	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List (/products-and-services/view-product?productid=36336)	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List (/products-and-services/view-product?productid=36338)	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP (/products-and-services/view-product?productid=38712)	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP (/products-and-services/view-product?productid=38713)	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical (/products-and-services/view-product?productid=36396)	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog

Jersey Tactical Company MSRP 2024 (/products-and-services/view-product?productid=38714)	Jersey Tactical Tools	0%
Kappler Products (/products-and-services/view-product?productid=36292)	Kappler	5%
Key Hose 2024 MSRP (/products-and-services/view-product?productid=38715)	Key Hose	40%
Kochek 2024 MSRP Pricing (/products-and-services/view-product?productid=38716)	Kochek Water Flow	38%
Ladders (/products-and-services/view-product?productid=36455)	Duo Safety Ladder	5%
Ladders (/products-and-services/view-product?productid=36442)	Alco-lite (Sam Carbis)	5%
Ladders (/products-and-services/view-product?productid=36472)	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024 (/products-and-services/view-product?productid=38717)	Lakeland Fire PPE	20%
Lakeland Fire Products (/products-and-services/view-product?productid=36289)	Lakeland	15%
Landing Zone Lights & Road Flare (/products-and-services/view-product?productid=36479)	Pi Lit	5%
Leatherhead Tools Products (/products-and-services/view-product?productid=36304)	Leatherhead Tools	10%
Lifting / Hoisting Equipment (/products-and-services/view-product?productid=36503)	Tractel	5%
Light Towers and all Hi-Viz lighting products (/products-and-services/view-product?productid=36458)	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024 (/products-and-services/view-product?productid=38718)	Lightning X Gear & Medical	25%
Lightning X Products (/products-and-services/view-product?productid=36298)	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention (/products-and-services/view-product?productid=38675)	Grace Industries	10%

Majestic Hoods 2024 MSRP (/products-and-services/view-product?productid=38719)	Majestic Fire Apparel	15%
Medical Equipment (/products-and-services/view-product?productid=36399)	343 Fire	5%
Medical Equipment & Supplies (/products-and-services/view-product?productid=36404)	Matrix Henry Schein	5%
Medical gloves and ppe (/products-and-services/view-product?productid=36241)	Ansell	5%
Medical Supplies & Equipment (/products-and-services/view-product?productid=36405)	R&B Fabrications	5%
Medical Supplies & First Aid (/products-and-services/view-product?productid=36401)	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service (/products-and-services/view-product?productid=36350)	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service (/products-and-services/view-product?productid=36349)	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36245)	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36257)	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36261)	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment (/products-and-services/view-product?productid=36242)	Blackline	5%
Misc. personal safety equipment (/products-and-services/view-product?productid=36243)	Draeger	8%
Misc. safety equipment (/products-and-services/view-product?productid=36262)	RAE Systems - Portables	4%
Misc. safety equipment (/products-and-services/view-product?productid=36263)	RAE Systems - Wireless	4%
Misc. safety equipment (/products-and-services/view-product?productid=36264)	RKI Instruments	5%

Misc. safety equipment (/products-and-services/view-product?productid=36265)	Redwave	1%
Misc. safety equipment (/products-and-services/view-product?productid=36255)	HazSim	4%
Misc. safety equipment (/products-and-services/view-product?productid=36268)	TSI	8%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36248)	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36249)	Environics	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36250)	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36251)	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36240)	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment (/products-and-services/view-product?productid=36254)	Honeywell/ BW	5%
Mounting Equipment (/products-and-services/view-product?productid=38685)	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extrication tools. (/products-and-services/view-product?productid=38688)	Poly-tech	10%
Mounting Systems (/products-and-services/view-product?productid=36492)	Sensible Products	10%

MSA safety products, PPE, and gas detection equipment (/products-and-services/view-product?productid=36364)	MSA	15%
Multi-Purpose Storage System & Hose winder (/products-and-services/view-product?productid=36464)	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls. (/products-and-services/view-product?productid=36318)	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz. (/products-and-services/view-product?productid=36281)	North American Rescue	10%
National Foam 2024 MSRP Price List (/products-and-services/view-product?productid=38720)	National Foam	25%
Non-Sparking Tools (/products-and-services/view-product?productid=38680)	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation) (/products-and-services/view-product?productid=38721)	North Shore Compressors	0%
Nozzles, & Hoses (/products-and-services/view-product?productid=36470)	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps (/products-and-services/view-product?productid=36469)	Kochek	20%
Nozzles, fittings (/products-and-services/view-product?productid=36323)	Elkhart Brass	41%
Nozzles, fittings (/products-and-services/view-product?productid=36320)	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters (/products-and-services/view-product?productid=36451)	C&S Supply	20%
Nozzles, Monitors, & Valves (/products-and-services/view-product?productid=36456)	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting (/products-and-services/view-product?productid=36441)	Akron	5%

Nozzles, Valves, (/products-and-services/view-product?productid=36445)	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks (/products-and-services/view-product?productid=36491)	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves (/products-and-services/view-product?productid=36488)	S&H Products	5%
Paratech 2024 Price List - Metro Fire (/products-and-services/view-product?productid=38722)	Paratech Rescue USA	7%
Patient Handling & First Aid (/products-and-services/view-product?productid=36400)	Junkin Safety	15%
Patient transportation (/products-and-services/view-product?productid=36256)	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment (/products-and-services/view-product?productid=36244)	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP (/products-and-services/view-product?productid=38723)	Perimeter Solutions Foams	10%
Petzl Products (/products-and-services/view-product?productid=36286)	Petzl	10%
Phenix Products (/products-and-services/view-product?productid=36293)	Phenix	12%
Plastix Plus products (/products-and-services/view-product?productid=36314)	Plastix Plus	10%
Plastix Plus rescue tool products (/products-and-services/view-product?productid=36315)	Plastix Plus	15%
Poly Tech Products (/products-and-services/view-product?productid=36313)	Poly-Tech America	15%
Portable blowers and fans (/products-and-services/view-product?productid=36247)	Euramco	22%
Portable Gas & Flame Detection (/products-and-services/view-product?productid=36501)	Teledyne/Detcon	5%
Portable Lights (/products-and-services/view-product?productid=36453)	Command Light	5%

Portable Lights (/products-and-services/view-product?productid=36496)	Streamlight	5%
Portable Tanks, & Strainers (/products-and-services/view-product?productid=36461)	Fol-Da-Tank	5%
Portable water tanks (/products-and-services/view-product?productid=36274)	Fold Da Tank	17%
Positive Pressure, Confined Space, & Smoke Ejector Fans (/products-and-services/view-product?productid=36498)	Super Vac	15%
PPE Waher / Dryer & Decon Products (/products-and-services/view-product?productid=36418)	Groves Ready Rack	5%
PPE, misc. safety equipment (/products-and-services/view-product?productid=36267)	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing, (/products-and-services/view-product?productid=38690)	Sterling Rope	10%
Pumps, associated products (/products-and-services/view-product?productid=36507)	Waterax	5%
R&B Fabrication Products (/products-and-services/view-product?productid=36301)	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum (/products-and-services/view-product?productid=36282)	Dynarex	10%
Rescue Equipment (/products-and-services/view-product?productid=36403)	PMI	5%
Rescue equipment, portable lights (/products-and-services/view-product?productid=36260)	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment (/products-and-services/view-product?productid=36482)	PMI	5%
Rescue Tool Brackets (/products-and-services/view-product?productid=36363)	Zico	20%
Rescue Tool Brackets (/products-and-services/view-product?productid=36352)	Plastix Plus	0%

Rescue Tool Mounting Brackets (/products-and-services/view-product?productid=36481)	Poly Tech	5%
Rescue Tools (/products-and-services/view-product?productid=36466)	Holmatro	5%
Rescue Tools & Portable Lights (/products-and-services/view-product?productid=36473)	Makita	5%
Rescue Tools & PPV Fans (/products-and-services/view-product?productid=36443)	Amkus DeWalt	3%
Rescue Tools, Saws, etc. (/products-and-services/view-product?productid=36345)	Makita	1%
Rope Gloves, & Helmets (/products-and-services/view-product?productid=36428)	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards (/products-and-services/view-product?productid=36509)	Yates	5%
Sabilization Systems (/products-and-services/view-product?productid=36356)	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024 (/products-and-services/view-product?productid=38724)	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE (/products-and-services/view-product?productid=38676)	Grace Industries	10%
Safety Vest (/products-and-services/view-product?productid=36423)	Line2 Design	5%
Safety Vest (/products-and-services/view-product?productid=36406)	343 Fire	10%
Safety Vest (/products-and-services/view-product?productid=36430)	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection (/products-and-services/view-product?productid=36416)	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots (/products-and-services/view-product?productid=36429)	Portwest	5%
SCBA Personal Breathing System (/products-and-services/view-product?productid=36490)	Scott 3M	5%

SCBA's & Gas Detection (/products-and-services/view-product?productid=36454)	Draeger	10%
SCBA, misc. safety equipment (/products-and-services/view-product?productid=36259)	MSA	7%
Scene Lighting, Light Towers, Tripods, etc (/products-and-services/view-product?productid=36360)	SuperVac-Command Light	1%
SEEK Products (/products-and-services/view-product?productid=36291)	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV (/products-and-services/view-product?productid=36484)	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet (/products-and-services/view-product?productid=38725)	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List (/products-and-services/view-product?productid=36344)	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. -Halligan Bar No Pike List Price List (/products-and-services/view-product?productid=36343)	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List (/products-and-services/view-product?productid=36334)	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units (/products-and-services/view-product?productid=36276)	Genesis Rescue Systems	8%
Stihl Rescue Tools (/products-and-services/view-product?productid=36446)	Blue Mountain / Sthil Dealer	15%
Streamlight MSRP List - 2024 (/products-and-services/view-product?productid=38726)	Streamlight	26%
Streamlight Products (/products-and-services/view-product?productid=36300)	Streamlight	20%

StrongArm Tool - MES-Hurst StrongArm 2024 List Price List (/products-and-services/view-product?productid=36335)	Hurst Jaws of Life	5%
Super Vac Products (/products-and-services/view-product?productid=36311)	Supver Vac	25%
Super Vac Products 2024 (/products-and-services/view-product?productid=38727)	Super Vac	22%
Task-Force-Tips-Price-List_April-2024 (/products-and-services/view-product?productid=38728)	Task Force Tips	26%
Team Wendy Helmets (/products-and-services/view-product?productid=36407)	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List (/products-and-services/view-product?productid=36355)	Rescue42	8%
Tempest-Leader MSRP 2024 (/products-and-services/view-product?productid=38729)	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List (/products-and-services/view-product?productid=36354)	Rescue42	8%
Thermal Imagers (/products-and-services/view-product?productid=36448)	Bullard	5%
Thermal Imagers (/products-and-services/view-product?productid=36273)	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro (/products-and-services/view-product?productid=36357)	Seek Thermal	10%
Tool Mounts (/products-and-services/view-product?productid=36494)	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders (/products-and-services/view-product?productid=36477)	Performance Advantage	5%
Tools (/products-and-services/view-product?productid=38684)	Husqvarna Construction	10%
Toxic Suppression Products (/products-and-services/view-product?productid=36295)	Toxic Suppression	5%

Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List (/products-and-services/view-product?productid=36329)	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods (/products-and-services/view-product?productid=36362)	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods (/products-and-services/view-product?productid=36415)	Fire Dex	42%
Turnout gear, hoods, gloves (/products-and-services/view-product?productid=36277)	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP (/products-and-services/view-product?productid=38730)	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog (/products-and-services/view-product?productid=36515)	Hospeco	21%
Valves, Manifolds, Adapters (/products-and-services/view-product?productid=36328)	Harrington	34%
Vanguard Products (/products-and-services/view-product?productid=36299)	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods (/products-and-services/view-product?productid=36307)	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36347)	MES	0%
Vehicle Fire Blankets (/products-and-services/view-product?productid=36321)	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment (/products-and-services/view-product?productid=36452)	CMC	10%
Wildland Gear & Equipment (/products-and-services/view-product?productid=36436)	True North	5%
Wildland Tools (/products-and-services/view-product?productid=36480)	Peco Sales / Forestry Supplier	5%
Windshield Cutter (/products-and-services/view-product?productid=36487)	Rhyno	5%

Wrenches, Tool Mounts, & Wheel Chocks (/products-and-services/view-product?productid=36510)	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books (/products-and-services/view-product?productid=36239)	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type

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



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

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

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

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 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 The Green-Simmons Company, Inc. to install fencing and gates for City Hurtel Street parking facility.

Amount of Contract:

\$48,951.00

Funding Source

General fund

ATTACHMENTS:

1. 20250605 Green Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 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 The Green-Simmons Company, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to The Green-Simmons Company, Inc. to install fencing and gates for City Hurtel Street parking facility.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,951.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5946.

How many bidders received bid packages (if applicable): 19+ 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>25232</u>	2025	(2090) SANITATION	INSTALL FENCING AND GATES FOR CITY HURTEL ST PARKING AREA (SEALED BID 5946)	\$48,951.00	<u>(299807) THE GREEN-SIMMONS COMPANY, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025232-00 FY 2025 Acct No: 1000.40.20.2070.2090.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 THE GREEN-SIMMONS CONMPANY, INC.
 3407 NORTH "W" STREET

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

PENSACOLA, FL 32505

Tel#8504290144
 Fax 850-429-0145

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/30/25	299807				SANITATION

LN Description / Account	Qty	Unit Price	Net Price
001 TO REMOVE EXISTING FENCE AND GATES AND INSTALL NEW FENCING AND GATES AND GATE OPENERS AND SECURITY SYSTEM AS PER THE SPECIFICATIONS ON BID NUMBER 5946 AS PER CITY OF MOBILE BID #5946 AND YOUR QUOTE	1.00 EACH	48951.00000	48951.00

1 1000.40.20.2070.2090.2070.0000.0000.47010. 48951.00

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 48951.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.47010.	48951.00	3385042.74
SANITATION EXP	EQUIPMENT (GREATER \$5000)	

BID TABULATION FOR BID #5946

Hurtel Street Fencing

	Price
The Green-Simmons Company, Inc	\$48,551.00
Hagan Fence	\$53,199.00

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: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
4/15/2025	5946	Public Services	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, April 30, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SECURITY FENCE REPLACEMENT To remove existing fence and gates and install new fencing and gates as per the following and attached specifications. This work will be done at the City Facilities at 1900 Hurtel Street in Mobile, Alabama. Price to do complete project: \$ _____ There will be a mandatory pre-bid meeting on Wednesday, April 23, 2025, at 9:00 am to view and to discuss the project. Meet at the west driveway entrance at 1900 Hurtel Street. A City of Mobile Business License is required. If total project is over \$50,000.00, bidder must have a General Contractor's License. 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.					
			TOTAL			

Page 1 of 2

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of 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 2 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. See reverse side of page 1 of Bid for instructions and conditions. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE</u>. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

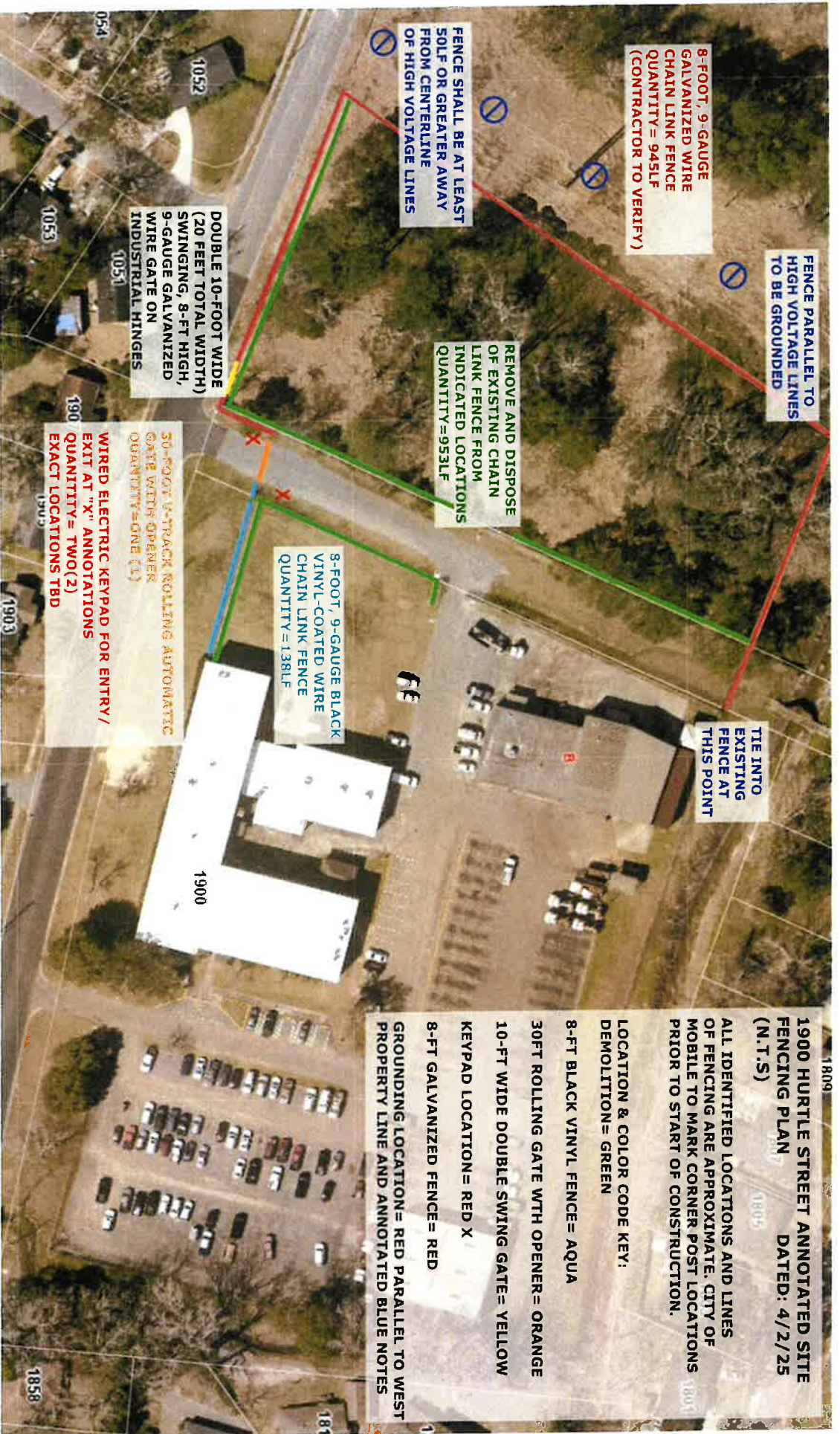
By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Scope of Work-

1. Project Location- 1900 Hurtel Street, Mobile, AL 36605 (and parcel west of address location)
2. Include the furnishing of all labor, materials, tools and equipment necessary for scope of work defined by line below and for all special instructions.
3. Removal and off-site disposal of approximately 953LF of existing 6-ft galvanized chain link fencing with posts embedded in concrete below grade. Fencing and post locations are parallel to north side of roadway on both sides of west driveway into site and parallel to east and west sides of driveway from Hurtel Street entrance to rear property ditch line. See attached site plan. Demolition locations are annotated in green.
4. Furnish and Installation of approximately 138LF of new 8-foot, 9-gauge, black vinyl coated wire chain link fencing, with posts at 10-foot spacing embedded in concrete 24 inches below grade, from building's SW corner to west driveway, east side termination. See attached site plan. Vinyl fence location is annotated in aqua
5. Furnish and Installation of One (1) 30-ft, V-Channel, 8-foot, 9-gauge, galvanized wire, automatic rolling gate with appropriately rated opener installed on a concrete pad across west driveway paved surface. See attached site plan. Rolling gate location is annotated orange.
6. Furnish and Installation of Two (2) pole-mounted, wireless keypads for gate operation. Poles to be embedded in concrete 24 inches below grade. See attached site plan. Keypads annotated with red X's
7. Approximately 945LF of new 8-foot, 9-gauge, galvanized wire chain link fencing, with posts at 10-foot spacing embedded in concrete 24 inches below grade, from SE corner of property starting west driveway, parallel to roadway, to approximately 50 feet from centerline of APCO high voltage wires, running parallel NE from roadway to back of property, then east along north side of property, and tied into existing fencing at ditch line behind shop building at rear of property. See attached site plan. Galvanized fence location is annotated in red.

8. Furnish and Installation of One (1) Double, 10-foot wide, 8-foot high, 9-gauge, galvanized wire swinging gates to span One (1) twenty-foot total area west of driveway as determined by gravel base, with appropriate sized posts embedded in concrete 24 inches below grade and industrial grade galvanized hinges. See attached site plan. Double swinging gate is annotated in yellow.
9. Ground, according to Natl Elec Code, portion of fence running NE parallel to Alabama Power high-voltage lines on NW corner of property. Contractor to supply submittal for grounding specifications for City documentation of work performed. See attached site plan. Grounding locations generally annotated with blue font notes. Fence along this section shall be at least 50LF or greater away from centerline of high voltage wires.
10. PROJECT DURATION- All work to be completed within sixty (60) calendar days of award.
11. Special Instructions include-
 - a. ALL LOCATIONS AND LINES of fencing on site plan are approximate.
 - b. ALL INFORMATION to be field verified by the Contractor to ensure quantity accuracy.
 - c. Corner post locations to be marked by City of Mobile prior to start of construction.
 - d. If BID exceeds \$50,000, bidder must hold appropriate General Contract specialty license, which must be submitted with bid.
 - e. INSURANCE: Selected bidder will be required to provide evidence of business liability insurance naming the City as an additional insured.
 - f. Contractor shall be required to complete an ALABAMA 811 line location for safe digging prior to start of work.
 - g. City of Mobile PERMIT(S) shall be required. PERMIT COSTS to contractor shall be waived.
12. MANDATORY PRE-BID MEETING will be held at project location on Wednesday, April 23, 2025, at 9am, starting at the west driveway entrance. Off-street parking supplied to attendees.





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 10, 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 Truck Equipment Sales, Inc for Five 2025 Ford F250 Extended cab pickup trucks with utility bodies, three for Facilities Maintenance and two for Fleet.

Amount of Contract:

\$301,265.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250605 Truck Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 10 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 Truck Equipment Sales, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Truck Equipment Sales, Inc for Five 2025 Ford F250
Extended cab pickup trucks with utility bodies, three for Facilities Maintenance and two for Fleet.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$301,265.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5950

How many bidders received bid packages (if applicable): + web

How many bidders submitted bids (if applicable): 3

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>24117,</u> <u>24590</u>	2025	(F7000) MOTOR POOL	FIVE 2025 FORD F250 EXTENDED CAB PICKUP TRUCKS WITH UTILITY BODIES, THREE FOR FACILITIES MAINTENANCE AND TWO FOR FLEET (SEALED BID 5950)	\$301,265.00	<u>(208560) TRUCK EQUIPMENT SALES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024117-00 FY 2025 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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
05/06/25	208560				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 3/4 TON TRUCK W/SERVICE BODY-NO RACK AS FOLLOWS: 3/4 TON EXTENDED CAB TRUCK CHASSIS WITH UTILITY AND NO LADDER RACK INSTALLED VENDOR TO PROVIDE FORD F250 WITH KNAPHEIDE 696 BODY WITH NO LADDER RACK. AS PER CITY OF MOBILE BID #5950 AND YOUR QUOTE Additional Description Notes ----- 3/4 TON TRUCK W/SERVICE BODY-NO RACK AS FOLLOWS: 3/4 TON TRUCK CHASSIS WITH 8FT BED AND NO LADDER RACK INSTALLED AS REQUESTED BY 2050-FLEET	2.00 EACH	58843.00000	117686.00
1 1000.40.20.2070.2050.2070.0000.0000.45040.			117686.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024590-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG 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
05/15/25	208560				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER. VENDOR TO PROVIDE FORD F250 WITH KNAPHEDE 696 BODY WITH LADDER RACK AS PER CITY OF MOBILE BID #5950 AND YOUR QUOTE Additional Description Notes	3.00 EACH	61193.00000	183579.00

3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2025 FORD F250 EXTENDED 3/4 TON UTILITY BODY (KNAPHIEDE 696) WITH PIPE RACKS;TOW PACKAGE;PLATFORM RUNNING BOARDS;4 CORNER LED STROBE LIGHTS;SPRAY-IN BEDLINER-

AS REQUESTED BY 3035-FACILITIES MAINT.

1	1000.45.20.3030.3035.3030.0000.0000.45040.	183579.00
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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

BID TABULATION FOR BID #5950

$\frac{3}{4}$ Ton Extended Cab Truck with Utility Body

	Price with Ladder Rack	Price without Ladder Rack
Buster Miles	\$61,209.87	\$59,568.87
Truck Equipment Sales	\$61,193.00	\$58,843.10
Long Lewis of the Shoals	\$58,999.50	\$57,600.50

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: _____ en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
05/19/2025	5950	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Wednesday, June 4, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 2-8	¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY Vendor to provide NEW chassis with Reading Model U98 Body WITH NO LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
	Appx 2-8 Vendor to provide NEW chassis with Reading Model U98 Body WITH LADDER RACK, or equal, already mounted to chassis. Chassis Make _____ Model _____ Body Make _____ Model _____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

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 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	☐	☐
2. EXTENDED CAB	☐	☐
3. GASOLINE ENGINE	☐	☐
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	☐	☐
5. SINGLE REAR AXLE	☐	☐
6. ALL WEATHER TIRES	☐	☐
7. AIR CONDITIONING	☐	☐
8. VINYL SEATS	☐	☐
9. CHASSIS COLOR TO BE WHITE	☐	☐
10. TOWING PACKAGE	☐	☐
11. SPARE TIRE WITH CRANK DOWN STORAGE	☐	☐
12. CAB TO AXLE – 56 INCHES	☐	☐
13. FACTORY – MOUNTED STEPS OR RUNNING BOARD	☐	☐
14. TRAILER HITCH	☐	☐

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

YES NO

- | | | |
|--|---|---|
| 1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. | — | — |
| 2. Floor - The floor plate is to be constructed of a <u>minimum</u> of 12-gauge treadplate with a 13/8" return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment. | — | — |
| 3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength. | — | — |
| 4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a <u>minimum</u> of 12" high and be a slammable style. | — | — |
| 5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements. | — | — |
| 6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty. | — | — |
| 7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage. | — | — |
| 8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.) | — | — |
| 9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames. | — | — |
| 10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.) | — | — |

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. _____
12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical _____
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal.
13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. _____
14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. _____
15. Final Paint - Factory painted white inside of compartments and exterior of body. _____
16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. _____
17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. _____
18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. _____
19. No Rust-Thru Guarantee _____
20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. _____
21. Latches and Lock Cylinders -Guaranteed against failure. _____
22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. _____
23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. _____
24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. _____

25. Lighting Wire - Wires must be retained by a fastening system. _____
26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. _____
27. Bumper - Drop step bumper with pintle recess cutout. _____
28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. _____
29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water _____
30. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than 3/4" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. _____
31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. _____
32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. _____



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 10, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION Template-GRANT Transfer

REVIEWERS:

Kelsi Tippery

Laura Angle

Cherlina Monteiro

James Barber

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 \$125,000.00 be transferred from grant project G-STPM4924 to grant project G-STPM7533. These funds will be reallocated for grant match for Dauphin Street Improvements from Rimes Rd to Sage Avenue.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION Capital Transfer-ADEM-Stormwater
2. Transfer Form-C0964 to ADEM Stormwater

REVIEWERS:

Kelsi Tippery
Laura Angle
Brenda Rhodes
Cherlina Monteiro
James Barber

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 \$253,600.00 be transferred from project C0964 to grant project G-ADEM.MATCHINGGR. These funds will be reallocated for grant match for Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 5/14/25

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 253,600.00

FROM CAPITAL PROJECT#: C0964

CAPITAL PROJECT NAME: LANGAN PARK DREDGING

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-ADEM

PROJECT NAME: DRAINAGE FEATURES AT LANGAN PARK

ACCT PROJECT STRING#: G-ADEM.MATCHINGGR.


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION CIP Transfer-ADEM Stormwater
2. Transfer Form-C0712 to ADEM Stormwater
3. Approval-CIP Transfer-Langan Stormwater

REVIEWERS:

Kelsi Tippery
Laura Angle
Brenda Rhodes
Cherlina Monteiro
James Barber

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 \$221,000.00 be transferred from project C0712 Langan Park Storm Water to grant project G-ADEM.MATCHINGGR. These funds will be reallocated for grant match for Threemile Creek Watershed: Langan Park Storm Water Low Impact Development Project.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM PROGRAMS AND PROJECT MANAGEMENT DEPT. 2045

DATE OF REQUEST: 5/14/25

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: 7

REQUEST: Please transfer \$ 221,000.00

FROM CAPITAL PROJECT#: C0712

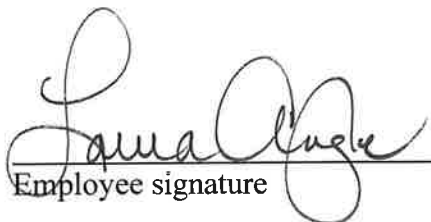
CAPITAL PROJECT NAME: CIP-LANGAN PARK STORMWATER

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-ADEM

PROJECT NAME: DRAINAGE FEATURES AT LANGAN PARK

ACCT PROJECT STRING#: G-ADEM.MATCHINGGR.


Employee signature


Approval signature

RE: ADEM stormwater budget transfer

From Washington, Jasmine <jasmine.washington@cityofmobile.org>

Date Wed 5/21/2025 11:58 AM

To Tippery, Kelsi <kelsi.tippery@cityofmobile.org>

Cc Angle, Laura <laura.angle@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>

Yes, that transfer is reviewed and approved.

Thank You!

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 21, 2025 10:33 AM

To: Washington, Jasmine <jasmine.washington@cityofmobile.org>

Cc: Angle, Laura <laura.angle@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>

Subject: Fw: ADEM stormwater budget transfer

Hi Jasmine,

Just wondering if you had a chance to review this transfer yet? My goal is to get it on council next week. Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tippery@cityofmobile.org



From: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Sent: Monday, May 19, 2025 10:26 AM
To: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Amberger, Nicholas <nick.amberger@cityofmobile.org>; Greene, Jennifer <jennifer.greene@cityofmobile.org>;
Angle, Laura <laura.angle@cityofmobile.org>
Subject: ADEM stormwater budget transfer

Hi Jasmine,

Please see the attached transfer form from CIP to the Langan Stormwater project for your approval. Let me know if you have any questions.

Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tippery@cityofmobile.org





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

End of project construction funding.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Claiborne Parking Deck Budget Transfers Resolution 6-10-2025
2. Claiborne Parking Deck Budget Transfers Resolution 6-10-2025

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the Claiborne Street parking deck is nearing completion; and

WHEREAS, some budget and funding amendments are necessary to properly allocate resources for the completion of project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the following amendments, reallocations, appropriations and transfers be made:

Transfer \$150,000 from capital project C0116, Capital Improvement Reserves, to capital project C0806, Civic Center Parking Facility. And transfer \$150,000 from capital project C0859, Civic Center Marketing, to capital project C0806, Civic Center Parking Facility.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the Claiborne Street parking deck is nearing completion; and

WHEREAS, some budget and funding amendments are necessary to properly allocate resources for the completion of project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the following amendments, reallocations, appropriations and transfers be made:

Transfer \$150,000 from capital project C0116, Capital Improvement Reserves, to capital project C0806, Civic Center Parking Facility. And transfer \$150,000 from capital project C0859, Civic Center Marketing, to capital project C0806, Civic Center Parking Facility.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Formalize the order of construction funding for the new Mobile Arena.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution To Formalize Mobile Arena Construction Funding
2. Resolution To Formalize Mobile Arena Construction Funding

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the \$300,000,000 total budget for the new Mobile Arena has multiple sources of funds; and

WHEREAS, approximately \$25,000,000 has been expended on the project to date; and

WHEREAS, formally establishing the sources and order of use of funds for the completion of the new Mobile Arena is vitally important to the success of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

The sources and the order of uses of funds for the remaining construction costs, project related costs, and completion of the new Mobile Arena shall generally be as follows:

- | | |
|---|---|
| 1. Existing capital project budget funds: | Two Million Dollars (\$2,000,000) |
| 2. Series 2025A bond proceeds: | Two Hundred Fifty Million Dollars (\$250,000,000) |
| 3. Oak View Group: | Fifteen Million Dollars (\$15,000,000) |
| 4. FY 2025 TIF funds: | Four Million Dollars (\$4,000,000) |
| 5. FY 2026 TIF funds: | Four Million Dollars (\$4,000,000) |

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the \$300,000,000 total budget for the new Mobile Arena has multiple sources of funds; and

WHEREAS, approximately \$25,000,000 has been expended on the project to date; and

WHEREAS, formally establishing the sources and order of use of funds for the completion of the new Mobile Arena is vitally important to the success of the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

The sources and the order of uses of funds for the remaining construction costs, project related costs, and completion of the new Mobile Arena shall generally be as follows:

- | | |
|---|---|
| 1. Existing capital project budget funds: | Two Million Dollars (\$2,000,000) |
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| 3. Oak View Group: | Fifteen Million Dollars (\$15,000,000) |
| 4. FY 2025 TIF funds: | Four Million Dollars (\$4,000,000) |
| 5. FY 2026 TIF funds: | Four Million Dollars (\$4,000,000) |

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached for your review is a CE&I Contract between the City of Mobile (Owner) and Moffatt & Nichol, Inc. (Engineer) for the Mobile Riverfront Redevelopment, Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades, COM Project No. PR-029-22, for the amount of \$326,000.00. The scope of work for this project includes civil engineering, replacement of the seawall and landscape improvements to the Great Lawn(s). This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use.

Amount of Contract:

\$326,000

Funding Source

G-GOMESA

ATTACHMENTS:

1. Cover Letter CE&I (PR-029-22)
2. Resolution CE&I (PR-029-22)
3. CEI Contract_SCC & PARK - M&N signed

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Laura Angle
Cherlina Monteiro
James Barber



May 28, 2025

Subject: Construction Engineering and Inspection Services (CE&I) Contract – Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades

Dear Councilmembers,

Attached for your review is a **CE&I Contract** between the City of Mobile (Owner) and Moffatt & Nichol, Inc. (Engineer) for the **Mobile Riverfront Redevelopment, Cooper Riverside Park, South Coffey Cell and Great Lawn Upgrades**, COM Project No. PR-029-22, for the amount of **\$326,000.00**. The scope of work for this project includes civil engineering, replacement of the seawall and landscape improvements to the Great Lawn(s). This project aims to enhance the park's functionality, aesthetics, and overall visitor experience while ensuring the space is structurally sound for public use. This project is funded primarily through a grant allocation from the Alabama Department of Conservation and Natural Resources.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via 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

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilperson C. J. Small

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

NAME OF COMPANY:	Moffatt & Nichol, Inc.
PROJECT NAME:	Mobile Riverfront Redevelopment Project, Cooper Riverside Park, South Coffer Cell and Great Lawn Upgrades
PROJECT NO:	PR-029-22
AMOUNT:	\$326,000.00

Adopted:

City Clerk

Date



**MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE PARK,
SOUTH COFFER CELL AND GREAT LAWN
UPGRADES:**

**CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

PROJECT NO. PR-029-22

ENGINEER:

MOFFATT & NICHOL, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

THIS CONTRACT ("Contract") is made as of the date on which the last party executes this Agreement (the "Effective Date"), by and between:

CITY OF MOBILE, ALABAMA ("City"), a municipal corporation located in Mobile, Alabama, acting by and through its Mayor and City Council; and

MOFFATT & NICHOL, INC. (Engineer"), an Alabama corporation with its principal office at 11 N Water Street, Suite 20220 Mobile, AL 36602 ("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

ADCNR – Alabama Department of Conservation and Natural Resources

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

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 assigned to this PROJECT is **MOFFATT & NICHOL, INC.**

GOMESA – Gulf of Mexico Energy and Security Act of 2006

GRANT AGREEMENTS – ADCNR Sub-award GOMESA Grant Agreement #G-CMRPE/21/CM, City Resolution 31-272, and #G-CMRPEII/24/CM, City Resolution 01-1011.

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

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 – Mobile Riverfront Redevelopment, Cooper Riverside Park, consisting of two components:

(A) Great Lawn Upgrades and **(B)** South Coffey Cell (“SCC”) Upgrades, City of Mobile Project No. PR-029-22. This CONTRACT provides Construction Engineering & Inspection (CEI) services, including civil-engineering administration, bid advertisement and evaluation, recommendation of award, and full construction inspection, for **both** components. (See Exhibit A for approximate locations.)

PROPOSAL – The proposal attached in Exhibit C dated March 20, 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 as PROJECT MANAGER.

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.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibit G, Exhibit H, Exhibit I, Exhibit J and Exhibit K, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Sub-award Grant Agreement #G-CMRPE/21/CM, City Resolution 31-272, and #G-CMRPEII/24/CM, City Resolution 01-1011, between ADCNR and the CITY, and any special terms and conditions of the GOMESA Award from the State of Alabama. All these terms and conditions apply to the ENGINEER, as well as any covered subcontractor(s) or vendor(s).

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.

Component A – Great Lawn Upgrades:

The Engineer shall provide all CE&I services for the Great Lawn improvements as described in Exhibit C, including bid support, contract administration, materials testing coordination, daily inspection, pay-quantity verification, change-order review, punch-list and as-built preparation specific to the Great Lawn area.

Component B – South Coffey Cell Upgrades:

In addition to Component A, the Engineer shall provide CE&I services for the South Coffey Cell upgrades as described in Exhibit C, including inspection of structural repairs (sheet-pile/bulkhead/cofferdam elements and tie-backs), verification of excavation, grading and drainage installations; shoreline-stabilization and landscaping oversight; coordination with marine contractors and regulatory agencies; and all related testing, daily documentation, punch-list, and as-built deliverables specific to the SCC area.

All CE&I deliverables (daily logs, photos, pay quantities, DBE reports, close-out documents) shall segregate work, costs, and documentation by Component A and Component B for clear project accounting and audit compliance.

The scope of work is divided into the following Phases:

- A. Pre-Bid to Pre-Construction Phase
- B. Construction Phase

A. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the PROJECT MANAGER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the PROJECT MANAGER in replying to questions from prospective bidders and preparing Addenda to the bid documents as required by the PROJECT MANAGER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the PROJECT MANAGER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER’s estimate of the cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER along with the recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of the award of the bid by the PROJECT MANAGER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR’s original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the PROJECT MANAGER for execution by the CITY COUNCIL.

- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

B. CONSTRUCTION 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 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 Professional 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 PROJECT shall be stopped 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. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working 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 work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. 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

can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- 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 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) 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) 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, "Contracted 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 days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, 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 PROJECT completion or November 15, 2026, (grant end date), whichever is sooner (with extensions possible if the grant is extended). 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. Grant Performance Deadline. Notwithstanding any other provision of this Agreement, the Engineer shall complete all CE&I services, furnish all deliverables, and support final grant reporting as so to satisfy the GOMESA grant performance period ending November 15, 2026, unless the grantor issues a formal extension and this Agreement is amended in writing to reflect the new deadline.
- F. 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. Pre-Bid to Pre-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 \$326,000.00 (Three Hundred Twenty-Six 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

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 §41-9A-3, Code of Alabama, (1975).

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.

G. **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.

H. 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 Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the 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.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is GOMESA and any additional funding source(s) deemed worthy.

IX. PROHIBITION OF BOYCOTTING

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. ANTI-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, 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.

- XIII.** This Agreement may be executed in any number of counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

MOFFATT & NICHOL, INC.

By: 

Print: Eldon C. (Don) Blancher II

Its: Vice President/Supervisory Coastal Scientist

Address: 11 N. Water Street, SUite 20220

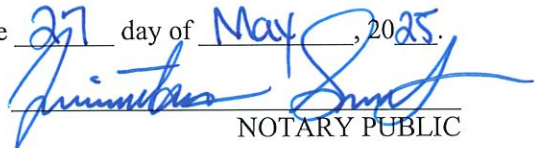
Mobile, AL 36602

Telephone: 251-378-9005

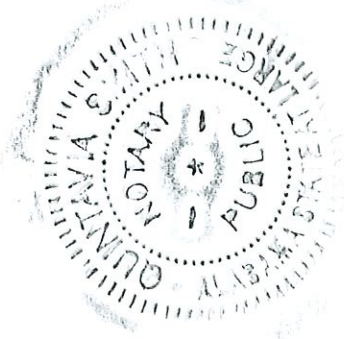
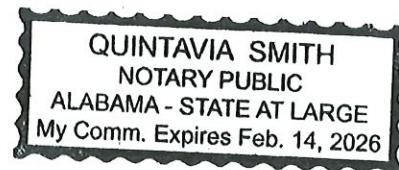
STATE OF ALABAMA
CITY OF MOBILE

I, Quintavia Smith, a Notary Public in and for said State and County, hereby
certify that Eldon C. Blancher II, whose name as Vice President of
MOFFATT & NICHOL, INC is signed to the foregoing instrument and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the instrument, 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 27 day of May, 2025.


NOTARY PUBLIC

My Commission Expires: _____



CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

EXHIBIT A:
PROJECT LOCATION



EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **MOBILE RIVERFRONT REDEVELOPMENT, COOPER RIVERSIDE PARK, SOUTH COFFER CELL AND GREAT LAWN UPGRADES**, City of Mobile Project No. **PR-029-22**.

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **\$4,320,834.60 [Four Million Three Hundred Twenty Thousand Eight Hundred Thirty-Four Dollars and Sixty Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER shall not exceed **\$326,000.00 [Three Hundred Twenty-Six Thousand Dollars and Zero Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2

FUNDING SOURCE: G-GOMESA (GOMESA RIVERFRONT)

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES



moffatt & nichol

11 N. Water Street, Suite 20220 | Mobile, AL, 36602
251.378.9006 | M 251.422.7192

March 20, 2025

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension for City of Mobile - Cooper Riverfront Park Upgrades

M&N Project No. 10961-04/05

Dear Nick,

As Engineers of Record for the Mobile Riverfront Redevelopment Project, we appreciate the opportunity to submit this proposal for the Construction Administration Services for the City of Mobile - Cooper Riverfront Park Upgrades. Having supported the City of Mobile throughout the project, M&N is committed to ensuring the successful completion of this vital construction phase.

The Cooper Riverfront Park Upgrades project aims to enhance the park's functionality, aesthetics, and overall visitor experience. The scope includes civil engineering and landscape improvements to the Great Lawn, ensuring the space is both visually appealing and structurally sound for public use. These upgrades will contribute to the park's long-term sustainability, accessibility, and ability to host a variety of community events. Given the project's importance and complexity, effective project management, coordination, and oversight will be essential to its successful execution.

Scope of Work for City of Mobile - Cooper Riverfront Park Upgrades Construction Administration Services

Bidding & Negotiation Phase

As a part of Bidding & Negotiation Effort, M&N will City of Mobile with Bidding & Negotiation for the construction of City of Mobile - Cooper Riverfront Park upgrades. The following services will be provided under this task:

- Bid Document Preparation – Assist in finalizing contract documents.
- Advertisement– Provide support in preparing bid advertisements
- Invitation to Bidders and follow up calls
- Pre-Bid Conference – Attend and facilitate the pre-bid meeting, responding to contractor questions and providing clarifications.
- Response to RFIs – Address bidder inquiries and issue addenda as necessary to clarify project scope, specifications, or drawings.
- Bid Evaluation– Review submitted bids for completeness, responsiveness, and compliance with project requirements. Conduct cost evaluations and assist in identifying the lowest responsive and responsible bidder.



- Recommendation for Award – Prepare a bid evaluation summary and provide recommendations for award based on bid results and contractor qualifications.

Project Administration

Once a contractor has been selected, our team will provide ongoing project administration services to support successful execution. These services will include:

- Kickoff & Coordination Meetings – Pre-construction meetings to align on project goals, schedule, and expectations.
- Submittal & RFI Management – Review contractor submittals, shop drawings, and RFIs to ensure compliance with project requirements. Provide timely responses to RFIs to avoid construction delays.
- Schedule & Progress Tracking – Monitor the contractor's schedule, identify potential delays, and work with the City and contractor to mitigate risks.
- Change Order Review – Evaluate contractor change order requests, assess their validity, and provide recommendations to the City.
- Budget & Payment Application Review – Review contractor invoices and progress payment applications to verify work completed aligns with approved milestones.
- Coordination with Stakeholders – Facilitate communication between the City, contractor, and any sub-contractors.
- Quality Assurance & Compliance – Assist in ensuring the contractor adheres to project specifications, regulatory requirements, and permitting conditions.
- Final Inspection & Closeout – Support project closeout by conducting final inspections, punch list development, and ensuring all documentation, warranties, and as-builts are submitted by the contractor.

Resident Project Representative

Given the critical nature of this project, our team will provide part-time RPR services (20 hours per week) to oversee construction activities and ensure adherence to project requirements. The RPR will:

- On-Site Construction Observation – Conduct regular site visits to observe construction progress, verify contractor compliance, and document field conditions.
- Field Reports – Maintain logs of daily activities, including work performed, personnel on-site, weather conditions, and any issues encountered.
- Issue Identification & Resolution – Identify and report construction deficiencies or deviations from the contract documents. Work with the City and contractor to address issues in real time.
- Testing & Inspection Coordination – Assist in coordinating materials testing, inspections, and verification of compliance with approved plans and specifications.
- Safety & Environmental Compliance – Observe general contractor safety practices and environmental requirements and report any concerns.
- Progress Documentation – Take photographs and maintain field records of construction milestones, key installations, and any changes encountered.
- Communication with City – Serve as an on-site liaison between the contractor, City representatives, and the design team, ensuring efficient communication.
- Substantial Completion & Punch List – Participate in substantial completion inspections, assist in punch list development, and verify corrective actions are completed before final acceptance.



moffatt & nichol

Assumptions and Special Requirements

- The Construction Administration services will be performed as-needed, with an estimated burn rate of 40-50 hours per month based on the complexity of this construction phase as well as previous expenditures for similar services.
- Preparation of as-built drawings is not included in this scope. The contractor is responsible for documenting design changes and providing as-built drawings at project completion.
- RFI responses will be provided within 5 working days of receipt, and submittal responses will be provided within 7 working days.
- Part-time services for RPR will be based on an estimated 20 hours per week, with flexibility to adjust based on critical project needs.

Total Cost Estimate

Based on the proposed scope and assumptions, the total cost for Construction Administration Services for the City of Mobile - Cooper Riverfront Park Upgrades is estimated at \$169,000.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services an As-Needed basis over the time period described above. The estimated duration is based project schedule, and subject to revision in the event of major schedule shifts. Our fees will accrue on a lump sum basis. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE
MOFFATT & NICHOL



March 20, 2025

City of Mobile
205 Government Street
Mobile, AL 36602

Attn: Nick Amberger, PE
Executive Director, Public Works

Subject: Mobile Riverfront Redevelopment: Construction Administration Extension for South Coffey Cell
M&N Project No. 10961-04/05

Dear Nick,

As **Engineers of Record** for the **Mobile Riverfront Redevelopment Project**, we appreciate the opportunity to submit this proposal for the continuation of **Construction Administration Services** for the **South Coffey Cell (SCC)**. Having supported the City of Mobile throughout the project, M&N is committed to ensuring the successful completion of this vital construction phase.

The **South Coffey Cell** presents a particularly complex set of challenges, with unknowns in site conditions, proximity to existing infrastructure, and potential conflicts with the surrounding environment. These uncertainties—such as unanticipated subsurface conditions, interactions with the nearby shipping channel, proximity to the tunnels, and the possibility of field changes due to design complications will require ongoing, agile technical support to ensure the project remains on track. We recognize that effective **communication** and **coordination** between the **City, Contractor, and M&N** will be critical in navigating these challenges. This proposal outlines the comprehensive services we plan to provide to support both the City and the Contractor through this dynamic construction phase.

Complexity of Construction and Potential Design Changes

The construction of the **South Coffey Cell** involves multiple complexities that may require swift design modifications and ongoing technical support to ensure the project's successful completion:

- **Unanticipated site conditions**, including extent of the subsurface rock, existing museum bulkhead tieback systems, deadman-supported walkway between the tunnels, and sinkholes, all present challenges that may require **field adjustments** to the design.
- **Coordination with the Contractor** will be crucial in ensuring that work continues without delays or significant cost overruns, especially when issues such as unexpected field conditions or material availability arise.

Given these complexities, M&N will provide **proactive support** throughout the construction process to **minimize delays** and **maintain project momentum**. Our goal is to assist both the City and Contractor in navigating these uncertainties and ensuring the successful completion of the **South Coffey Cell**.

Scope of Work for South Coffey Cell Construction Administration Services

M&N will continue to provide **technical support** throughout the construction of the **South Coffey Cell**. We will address the complexities and potential design changes during the construction phase, assisting the City and Contractor in overcoming field challenges and ensuring project success. Our services will include the following:



Preconstruction Coordination (As-Needed)

- Preconstruction conferences for the South Coffey Cell will focus on key construction elements, expected uncertainties, and strategies for managing potential conflicts, ensuring that all stakeholders are aligned on how to proceed.

Ongoing Construction Coordination (Scheduled and As-Needed)

- Monthly Progress Meetings with the City, Contractor, and Engineer to address construction challenges, assess project progress, and adjust strategies as needed to overcome complexities.
- Review contractor submittals, shop drawings, and RFIs, providing prompt feedback and design solutions as required. This will also include addressing any design discrepancies or field challenges that arise.
- Submit NCRs (Non-Conformance Reports) for any defective work identified during the construction phase, ensuring the project continues to meet the high-quality standards expected.

Change Order and Field Change Management (As-Needed)

- Given the complexity of the South Coffey Cell construction, we anticipate potential design changes and field adjustments due to unanticipated subsurface conditions, conflicts with existing infrastructure, or evolving site conditions. We will manage these changes by:
 - Reviewing and initiating change orders or work directives as required, ensuring that all changes are well-documented and consistent with the project's design intent.
 - Responding to unanticipated field conditions and proposing design modifications to ensure that construction can proceed smoothly without compromising the integrity of the structure.
 - Collaborating with the City and Contractor to ensure that all parties are aligned on any design changes and the associated implications.

Regulatory and Agency Coordination (As-Needed)

- Responding to building department review questions related to the South Coffey Cell and resolving any regulatory issues that may arise during construction.
- Managing ALDOT review questions and addressing vibration monitoring or other specific requirements as construction progresses.
- Ensuring USACE compliance in managing issues raised by them, particularly those related to the shipping channel and South Coffey Cell's proximity.

Site Monitoring & Inspections (Scheduled)

- Conducting site visits as needed to monitor ongoing work and ensure the construction is being carried out in accordance with the approved design.
- Assessing field conditions and suggesting modifications to address any site-specific issues, such as the presence of rock or sinkholes, which may require design adjustments.
- Coordinating closely with the Contractor and City to ensure that construction techniques and materials used are aligned with the approved design and that any required modifications are integrated into the construction process.

Substantial Completion and Final Acceptance (Scheduled)

- Performing a Substantial Completion inspection and developing a punch list for final review by the City, ensuring that any remaining issues are addressed before the project is deemed complete.
- Conducting the final inspection for the South Coffey Cell and issuing a notice of acceptability once all work is completed satisfactorily, ensuring that all regulatory requirements and design expectations are met.

Resident Project Representative:

On-Site Representation & Oversight

- Provide part-time on-site presence as required.
- Monitor construction activities to ensure compliance with contract documents, specifications, and approved plans.
- Document daily construction progress, weather conditions, and any deviations from the design.

Coordination & Communication

- Facilitate ongoing communication between the contractor, the City, and engineers.



- Participate in regular construction meetings to discuss progress, issues, and required actions.
- Assist in the coordination of subcontractors and third-party inspectors as needed.

Field Issue Resolution & Change Management

- Identify potential design conflicts or field conditions requiring adjustments.
- Coordinate with the design team to review and process Requests for Information (RFIs) and change orders.
- Provide recommendations for resolving unforeseen issues efficiently while maintaining project timelines.

Quality Assurance & Compliance

- Verify that materials and workmanship meet project specifications and industry standards.
- Ensure adherence to safety protocols and regulatory requirements.
- Assist in inspections and testing coordination as required.

Documentation & Reporting

- Maintain thorough field records, including daily reports, photographs, and material logs.
- Track contractor compliance with schedule milestones and critical path activities.
- Provide regular status updates and detailed reports to the City and project stakeholders.

Assumptions and Special Requirements

- The Construction Administration services will be performed as-needed, with an estimated burn rate of 40-50 hours per month based on the complexity of this construction phase as well as previous expenditures for similar services.
- Preparation of as-built drawings is not included in this scope. The contractor is responsible for documenting design changes and providing as-built drawings at project completion.
- RFI responses will be provided within 5 working days of receipt, and submittal responses will be provided within 7 working days.
- Part-time services for RPR will be based on an estimated **20 hours per week**, with flexibility to adjust based on critical project needs.

Total Cost Estimate

Based on the proposed scope and assumptions, the **total cost** for **Construction Administration Services** for the **South Coffey Cell** is estimated at **\$157,000**.

Compensation and Schedule

M&N has estimated the effort required to provide the scoped services on an As-Needed basis over the time period described above. The estimated duration is based on the remaining project schedule, and subject to revision in the event of major schedule shifts. Our fees will accrue on a lump sum basis. Sai Kiran Duvvuri, PE will be the project manager representing the Moffatt & Nichol Mobile Office. Our approach to this proposal is based on our understanding of the City's needs. If further refinement is required, please don't hesitate to reach out.

Thanks for your time and consideration.

Sincerely,

Jonathan Hird, PE
MOFFATT & NICHOL

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)

5/22/2025

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Karin Thorp PHONE (A/C, No, Ext): 714-427-3494 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
License#: 6003745 MOFFANICH	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D : American Casualty Company of Reading,</td><td>20427</td></tr><tr><td>INSURER E : The Insurance Company of the State of Pennsylvania</td><td>19429</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : Continental Casualty Company	20443	INSURER C : XL Specialty Insurance Company	37885	INSURER D : American Casualty Company of Reading,	20427	INSURER E : The Insurance Company of the State of Pennsylvania	19429	INSURER F :	
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INSURER F :															
INSURED Moffatt & Nichol Moffatt & Nichol, Inc. 4225 E. Conant Street Long Beach CA 90808															

COVERAGES

CERTIFICATE NUMBER: 943369870

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BFPD XCU ☒ Ded /SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6056712992	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Project / Loc Agg \$ 15M
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	6056712989	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$ 1,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	6079627982	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Deductible / SIR \$ 10,000
E E	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 ☐	Y	WC19397907 WC19397906	11/22/2024 11/22/2024	11/22/2025 11/22/2025	☒ 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
C	Professional Liability Includes Pollution Liability Claims Made form	Y	Y	DPR5036452	11/22/2024	11/22/2025	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

The following policies are included in the underlying schedule of insurance for umbrella/excess liability: General Liability/Auto Liability/Employers Liability.
RE: Mobile Riverfront Redevelopment - Cooper Riverside Park, South Coffer Cell & Great Lawn Upgrades, Mobile, AL 36602, PR-029-22 --

City of Mobile is named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract. General Liability is Primary/Non-Contributory and severability of interests per policy form wording. Insurance coverage includes waiver of subrogation per attached. CANCELLATION: 30 day notice per policy forms attached

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Mobile
P.O. 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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1.** Coverage broader than what you are required to provide by the **written contract**; or
 - 2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1.** The **written contract** requires you to provide the additional insured such coverage; and
 - 2.** This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

- 1.** The **bodily injury** or **property damage**; or
- 2.** The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



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Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3**, in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4**, below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:****i. add the following to the Employers Liability exclusion:**

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;



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- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii.** delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii.** amend the definition of **Insured** to:

- a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
 - (2) bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b.** delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
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A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

- d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397907

Issued to MOFFAT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Premium

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).

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION WITH WHOM YOU
HAVE ENTERED INTO A CONTRACT, A CONDITION OF
WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM
US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS
OR DAMAGES PAID OR CLAIMED



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2024

forms a part of Policy No. **WC 19397906**

Issued to **MOFFATT & NICHOL**

By **THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.



Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered **auto**; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are insureds while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Policy No: 6056712989

Policy Effective Date: 11/22/2024

Endorsement No: Page: 4 of 5

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606



- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement No: Page: 1 of 1

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606

Policy No: 6056712989

Policy Effective Date: 11/22/2024



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

This endorsement, effective 12:01 a.m., 11/22/2024 forms a part of

Policy No. DPR5036452

Issued to Moffatt & Nichol

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty 30 days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397907

Issued to MOFFAT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2024 forms a part of Policy No. WC 19397906

Issued to MOFFATT & NICHOL

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

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 Eldon C. Blancher II (affiant) who, being duly sworn says as follows:

President/CEO of Vice President of Moffatt Nichol

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 Vice President for Moffatt & Nichol that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

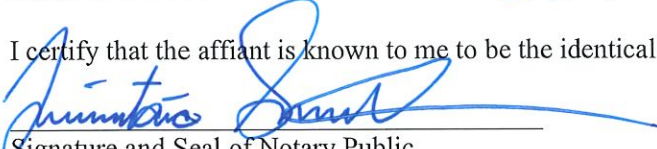
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

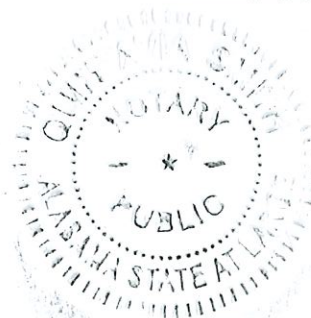
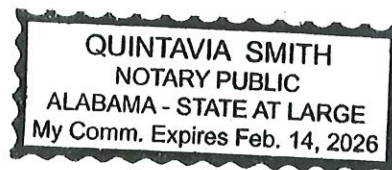
I further attest that said Moffatt & Nichol is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: See Attached.

Vice President
CEO of 

Sworn to and subscribed before me this the 27 day of May, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public



Company ID Number:1215852

Client Company ID Number:1600079

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Moffatt & Nichol	
Name (Please Type or Print) Felicia Corbett	Title
Signature Electronically Signed	Date October 26, 2020
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) eVerify Team WFN	Title
Signature Electronically Signed	Date October 26, 2020
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date October 26, 2020

Company ID Number:1215852

Client Company ID Number:1600079

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Moffatt & Nichol
Company Facility Address	4225 East Conant Street Long Beach, CA 90808
Company Alternate Address	4225 East Conant Street Long Beach, CA 90808
County or Parish	Los Angeles
Employer Identification Number	95-1951343
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	29

Company ID Number:1215852

Client Company ID Number:1600079

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	5
Hawaii	1
Washington	2
Georgia	2
Florida	6
Virginia	2
North Carolina	2
Alaska	1
Texas	2
Louisiana	2
Alabama	1
Maryland	1
Massachusetts	1
New York	1



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-029-22 Current Date 5 / 21 / 25

Project Description Cooper Riverside Park, South Coffey Cell & Great Lawn Upgrades

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Moffatt & Nichol, Inc. (M&N) requests a waiver of the disadvantaged business enterprise (DBE) Goal

as it relates to the responsibilities of the Construction Administration and Inspection Services for this project

that are covered in this contract. The scope of work under this contract is primarily limited to the

construction administration and inspection activities that will be performed by an inspector

with oversight by the firm's engineering and management staff.

There are no tasks associated with this project that could easily be separated from those

performed by M&N personnel for the utilization of a DBE firm.

Jennifer Greene

Requested By (Department Director)

Jennifer Greene
(Signature)

Director of PPM
(Title)

5/21/25
(Date)

251-208-7199

Telephone Number

jennifer.greene@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Business Development Manager

(Title)

5/23/2025

(Date)

Approved By (CAO)

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:		JAN	APR	JULY	OCT	FINAL		
(CHECK ONE):		FEB	MAY	AUG	NOV			
		MARCH	JUNE	SEPT	DEC			
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: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total #of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name:

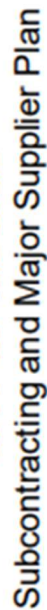
Signature: Date:

Title:

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Title:

Email: Phone:



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@atyofmobile.org
251.208.7967
205 Government Street, 5th Floor

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

_____/_____/_____ Description _____

Name of Bidder/Proposer: _____

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____
Contact Person: _____ Phone _____ Email _____

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBELIST(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. _____

EXHIBIT G:

PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT H:

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIBIT I:

AWARD TASKS, TERMS AND CONDITIONS

The following list is not all inclusive of all the tasks, terms and conditions required. Please see the GRANT AGREEMENTS in Exhibits J and K for tasks, terms and conditions.

1. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period for the GRANT AGREEMENTS began on May 4, 2022, and will end November 15, 2026.
2. **REPORTS:** The Recipient agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following the execution of the GRANT AGREEMENTS. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Recipient further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project Services and that all expenditures by Recipient of funds received pursuant to the GRANT AGREEMENTS constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of the GRANT AGREEMENTS shall be provided in digital format as may be specified by ADCNR. The recipient agrees that failure to submit such reports in a timely manner may result in the termination of the GRANT AGREEMENTS. All reports and correspondence submitted to ADCNR in connection with the Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

3. **PRE-CONSTRUCTION REQUIREMENTS:**

Federal funds for construction costs shall not be released by the Council until the following information and documentation is received and accepted in writing by the Grants Office:

- A. **Engineering and design plans.** The Recipient must provide the Council Grants Office with all design and engineering plans and specifications for all construction activities funded under this award. All design and engineering plans and specifications must be stamped/signed by a professional engineer currently licensed in accordance with State requirements.

The Council's review is to ensure compliance with the terms and conditions of the award and does not attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required code(s) or ordinances. As for, and between, the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in

connection with any third party, including any of the Recipient's subrecipients or contractors.

- B. Permitting requirements. The Recipient must furnish evidence, satisfactory to the Council, that the Recipient or Subrecipient has received all Federal, state, and local permits necessary for construction, completion and operation of the Project.
 - C. Updated construction schedules and cost estimates. The Recipient must furnish updated construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.
 - D. Written approval to commence construction. The Recipient must make a written request to the Council Grants Office and receive written approval from the Grants Office before authorizing the commencement of construction. If construction commences prior to the Council Grants Office approval, the Recipient and/or Subrecipient proceeds at their own risk.
4. ASSIGNMENT / AMENDMENT: The Recipient shall not assign or otherwise transfer any interest in the GRANT AGREEMENTS without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of the GRANT AGREEMENTS. Such amendments, which are mutually agreed upon between ADCNR and Recipient, must be in writing and approved by all signatory/authorities prior to becoming effective.
5. CLOSEOUT PROCESS: The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. The Recipient shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to the Recipient may be withheld until all closeout documents and deliverables have been received by ADCNR.

EXHIBIT J:

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPE/21/CM,
CITY RESOLUTION 31-272

STATE OF ALABAMA)
MOBILE COUNTY)

Grant: G-CMRPE/21/CM
Amendment No. 1

GOMESA GRANT AGREEMENT
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective May 4, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and

WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:

PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin as of May 4, 2022 ("Project Commencement Date"), and end May 4, 2026.
2. Paragraph 29 of the Original Agreement shall be deleted and replaced with the following:

BOYCOTT: In compliance with Act 2016-312, Coalition hereby certifies that 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 can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this Agreement, Coalition provides written verification that Coalition, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
3. Exhibit A shall be deleted and replaced with the Amended and Restated Exhibit A, attached hereto as Exhibit No. 2.
4. All other terms and conditions of the Original Agreement remain in full force and effect.

[Signatures on the next page]

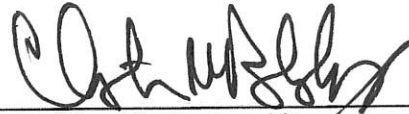
IN WITNESS WHEREOF, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:



Patricia Powell McCurdy
Director
State Lands Division

STATE OF ALABAMA
Department of Conservation
and Natural Resources



Christopher M. Blankenship
Commissioner

Date: 11-6-24

City of Mobile



William S. "Sandy" Stimpson, Mayor
City of Mobile

William S. Stimpson
2024.10.28 14:15:50
-05'00'

APPROVED LEGAL



Exhibit No. 1

GOMESA GRANT AGREEMENT

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

G-CMRPE/21/CM
Page 1 of 14

5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 (\$8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.

- 11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
- 12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
- 13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
- 14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
- 15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

- 16. COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
- 17. TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
- 18. ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
- 19. INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

20. TERMINATION: In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. PRESS / EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and 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 or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee 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 within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that 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 can enjoy open trade.
30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

GOMESA GRANT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

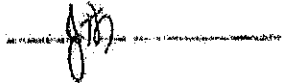
ADCNR:



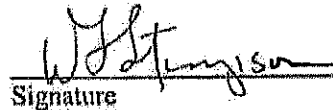
Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL



GRANTEE:


Signature

William S. Strangson
Printed Name

Mayer
Title

Reviewed By Accounting


DONR Accounting Director

EXHIBIT A

**State of Alabama
GOMESA Disbursement Justification**

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and**
- e. Planning assistance and the administrative costs.

Project Description:**City of Mobile Riverfront Park Enhancements: Reconnect with the River**

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding):

- A. Lay the foundation for public-private partnerships for riverfront development (**Northern Riverfront Plaza**).

- B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
- C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)
- Reclaim approximately 550 SF of submerged lands along the river (#3)
- Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)
- Preliminary grading

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)
- Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)
- Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1995 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- 800 linear feet of bulkhead inspection and improvements (#7)
- Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	\$ 1,000,000.00
2	Construction	\$ 7,000,000.00
Total GOMESA Funding Not to Exceed		\$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By: _____


William S. "Sandy" Simpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

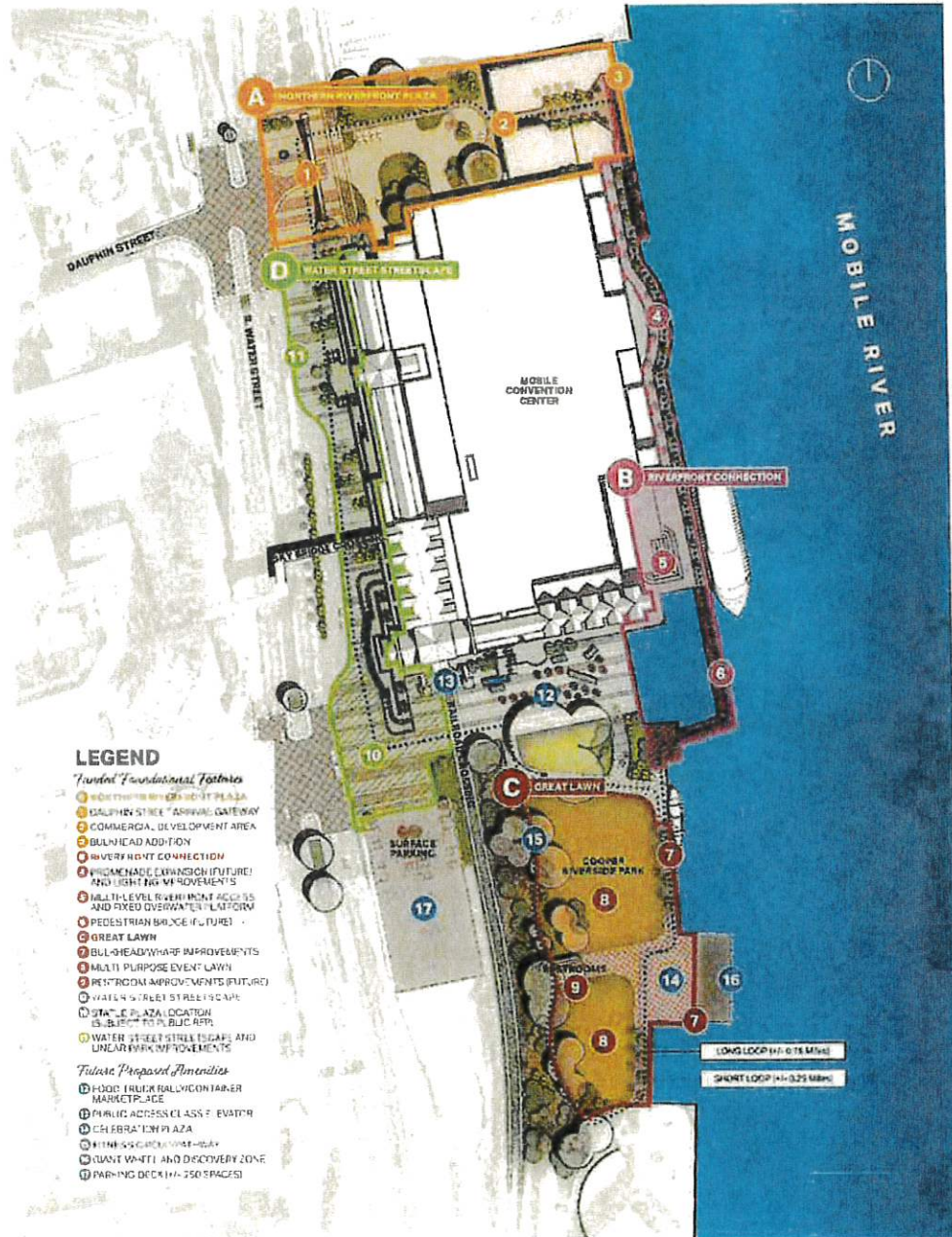


Exhibit No. 2

Amended and Restated EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

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require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffey Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffey Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffey Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center]. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	\$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	\$7,000,000
Total GOMESA Funding Not to Exceed		\$8,000,000

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:



William S. Stimpson
2024.11.01 13:22:37
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William S. Stimpson, Mayor
City of Mobile



G-CMRPE/21/CM

Exhibit No. 1

GOMESA GRANT AGREEMENT

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPE/21/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to provide the planning, engineering, design administration, and construction improvements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of March 15, 2022, or the date of the Commissioner's signature, whichever occurs later ("Project Commencement Date"), and end March 14, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

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5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two (2) payments in an amount not to exceed EIGHT MILLION AND 00/100 (\$8,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:
 - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement.

The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama

(1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
 - c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
 12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
 13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
 14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
 15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

- 16. COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
- 17. TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
- 18. ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
 - b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
 - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
- 19. INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount

of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

20. TERMINATION: In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

21. PRESS / EVENTS: Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

22. CONFLICT OF INTEREST CERTIFICATION: The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and 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 or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee 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 within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that 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 can enjoy open trade.
30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its

control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

GOMES V GRANT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

ADCNR:



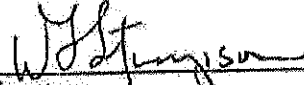
Christopher M. Blankenship
Commissioner

Date: 5-4-22

APPROVED LEGAL



GRANTEE:



Signature

William S. Strampson

Printed Name

Mayer

Title

Reviewed By Accounting



DCNR Accounting Director

EXHIBIT A

State of Alabama
GOMESA Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs.

Project Description:**City of Mobile Riverfront Park Enhancements: Reconnect with the River**

A vision for the Riverfront Revitalization, to showcase the Mobile River as a natural resource to the public and bring the community downtown to the Mobile Riverfront, can now be realized with the allocation of GOMESA funding for 2022. This investment can be utilized to complete the first phase of the Mobile Riverfront Revitalization to ensure riverfront infrastructure provides the foundation for obtaining this vision and compliments completed and on-going efforts such as the Water Street improvements, Cooper Park updates, Hall of Fame Statue Plaza, and strategic riverside events.

The funding will allow for the implementation of major project components identified in the conceptual plan (Figure 1). Foundational infrastructure elements, critical to meet the fundamental goals of public usability and safety of the Riverfront, will be prioritized. The GOMESA project scope focuses on the planning, engineering, design, and construction for several elements identified below within (A) Northern Riverfront Plaza, (B) Riverfront Connection, and (C) Great Lawn. The Water Street elements are funded separately and represented within this document to show the connectivity of project elements.

Foundational infrastructure elements will be developed to meet the fundamental goals and to allocate the awarded GOMESA funding:

- A. Lay the foundation for public-private partnerships for riverfront development (Northern Riverfront Plaza).

- B. Enhance safety and waterfront access around the Convention Center from the Northern Riverfront Plaza to Cooper Riverside Park (creating the loop), while connecting people to the River (**Riverfront Connection**).
- C. Create a functional riverfront park space on which to grow future amenities for revitalization (**Great Lawn**).

A. Northern Riverfront Plaza

The Northern Riverfront Plaza vision is to attract developers to foster public-private partnerships for riverfront attractions such as restaurants and shops. Important infrastructure improvements are required to prepare the site for commercial development and increase attractiveness for developers.

The following are required features in the element:

- **Locate and stub out utilities (water, sewer, and electric) for commercial development (#2)**
- **Reclaim approximately 550 SF of submerged lands along the river (#3)**
- **Install new bulkhead along approximately 174 linear feet of shoreline to support land reclamation (#3)**
- **Preliminary grading**

B. Riverfront Connection

Access to the riverfront becomes easier with the proposed bulkhead addition for the Northern Riverfront Plaza area which provides riverfront access at the north end of the Convention Center. Currently, access has been limited to a narrow walkway along the south end of the Convention Center or through the ground-level parking garage in the north end of the Convention Center. There is currently no direct waterfront access to the second-floor balcony of the Convention Center. A riverfront promenade expansion and a multi-level access feature would allow pedestrians to traverse along the riverfront easily and with a better space to experience the river from multiple vantage points. These improvements would allow use of the riverfront for exercising, recreating, sitting, walking, etc. while enhancing the connection from the Northern Riverfront Plaza to the Cooper Riverside Park. These features can be scaled appropriately for the budget but at a minimum are required to create the much-needed connectivity around this riverfront area from Water Street.

The following are required features in the element:

- **Lighting and architectural improvements along the Convention Center riverfront to enhance user experience and safety (#4)**
- **Stair feature connecting the first and second floor of the Convention Center, offering multi-level riverfront access (#5)**
- **Fixed overwater platform to expand footprint of Convention Center riverfront promenade, support the stair feature, and creating a widened pedestrian path and ground level overlook (#5)**

C. Great Lawn

There is an existing bulkhead south of the Convention Center along the Cooper Riverside Park. The bulkhead was constructed in 1993 and a deck rehabilitation occurred in 2004 according to City-provided documents. The bulkhead requires inspection and potential corresponding rehabilitation based on the results of the inspection. The Great Lawn area behind the bulkhead includes a vision to accommodate larger events, ensuring lines of site for stage events and updated restroom facilities. Daily use of this area would include connectivity to a walking/exercise loop around the Convention Center as well as utilization of the lawn for enjoying the river view. It's imperative to the City that this

area is designed to host special and seasonal events, that become riverside annual traditions.

The following are required features in the element:

- 800 linear feet of bulkhead inspection and improvements (#7)
- Multi-purpose event lawn enhancements including the removal of sidewalks to create additional greenspace where future events can be hosted (#8)

Project Duration:

This project is expected to take approximately thirty-six (36) months from the Effective Date of the Agreement.

Project Costs

Funding will be provided as two (2) installments. The first (1) installment will be disbursed following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs. The second (2) installment will be disbursed following receipt of satisfactory verification that all previously disbursed funds were or are being used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Planning, Engineering and Design and Construction Administration	\$ 1,000,000.00
2	Construction	\$ 7,000,000.00
Total GOMESA Funding Not to Exceed		\$ 8,000,000.00

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By: _____

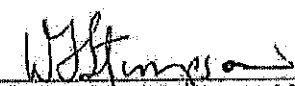

William S. "Sandy" Simpson, Mayor
City of Mobile

Figure 1: Mobile Riverfront Conceptual Plan

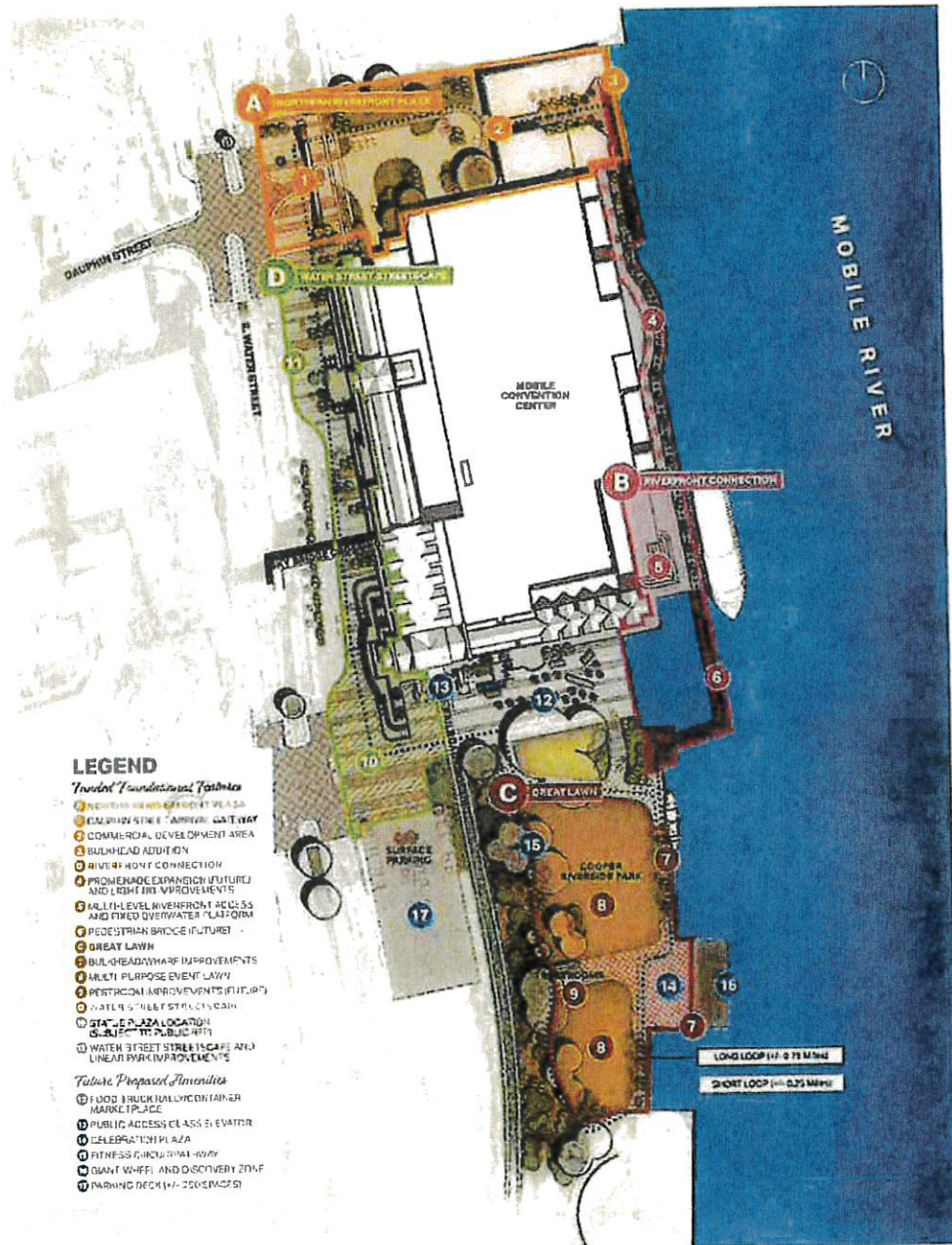


Exhibit No. 2

Amended and Restated EXHIBIT A

State of Alabama
Gulf of Mexico Energy Security
Act of 2006
Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

Mobile Riverfront Park Enhancements Phase I – City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City will utilize Phase I GOMESA project funding to proceed with engineering and design associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront and future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas).

As a priority implementation action under the Phase I Agreement, the City will complete construction efforts associated with repair/replacement as to ~800 linear feet of the Great Lawn bulkhead and ~55 linear feet along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also

require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.) The City's completion of Great Lawn bulkhead construction and ability to initiate implementation of South Coffey Cell stabilization efforts is critical, as citizens and visitors have not had access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated bulkhead and other existing shoreline stabilization structures. Repair and replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

While, in light of current cost estimates, construction completion of the South Coffey Cell shoreline stabilization activities will not be fully achieved until after additional Phase II GOMESA project funds become available, the City seeks to leverage available Phase I funding to complete planning, engineering and design, and permitting activities and then initiate construction work associated with shoreline stabilization along the waterfront associated with the South Coffey Cell.

The City's vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center. (See Figure 2). These types of Park amenities would also enhance the ability for all users to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources. Furthermore, the shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make implementation of upland enhancements a priority action for the City. The ultimate cost and timing of implementation of these amenity improvements/repairs cannot be fully determined until completion of all planning, engineering and design. Accordingly, this planning, engineering and design, and permitting work will be ongoing throughout the Agreement term to prepare for utilization of funding under a Phase II GOMESA project for implementation of upland Park amenity improvements.

The shoreline stabilization effort is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the

waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately 48 months from the Effective Date of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 19 of the Agreement and (2) satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Initial Permitting, Engineering, Construction Services & Grant Administration for City's Mobile Riverfront Park Project	\$1,000,000
2	Any additional costs related to Permitting, Engineering, Construction Services & Grant Administration associated with elements of the City's Mobile Riverfront Park Project; and Initial Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the Great Lawn and South Coffer Cell Waterfronts.	\$7,000,000
Total GOMESA Funding Not to Exceed		\$8,000,000

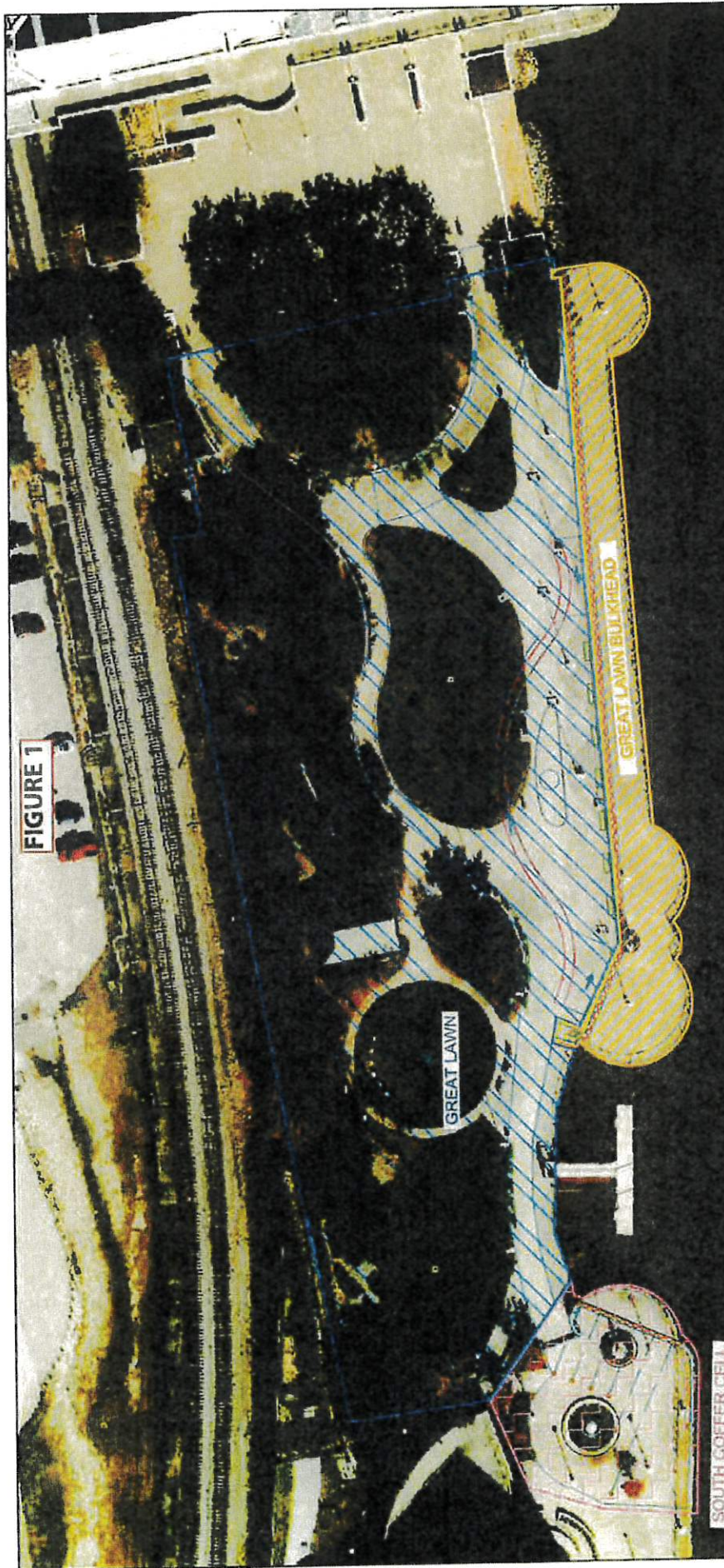
Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. "Sandy" Stimpson, Mayor
City of Mobile



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN SHEET 1 OF 2 09-27-2024



PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER
CONSTRUCTION) : \$ 5,864,796.14
SOUTH COFFER CELL : \$ 1,827,362.53
GREAT LAWN : \$ 2,272,105.00

NOTES / COMMENTS:

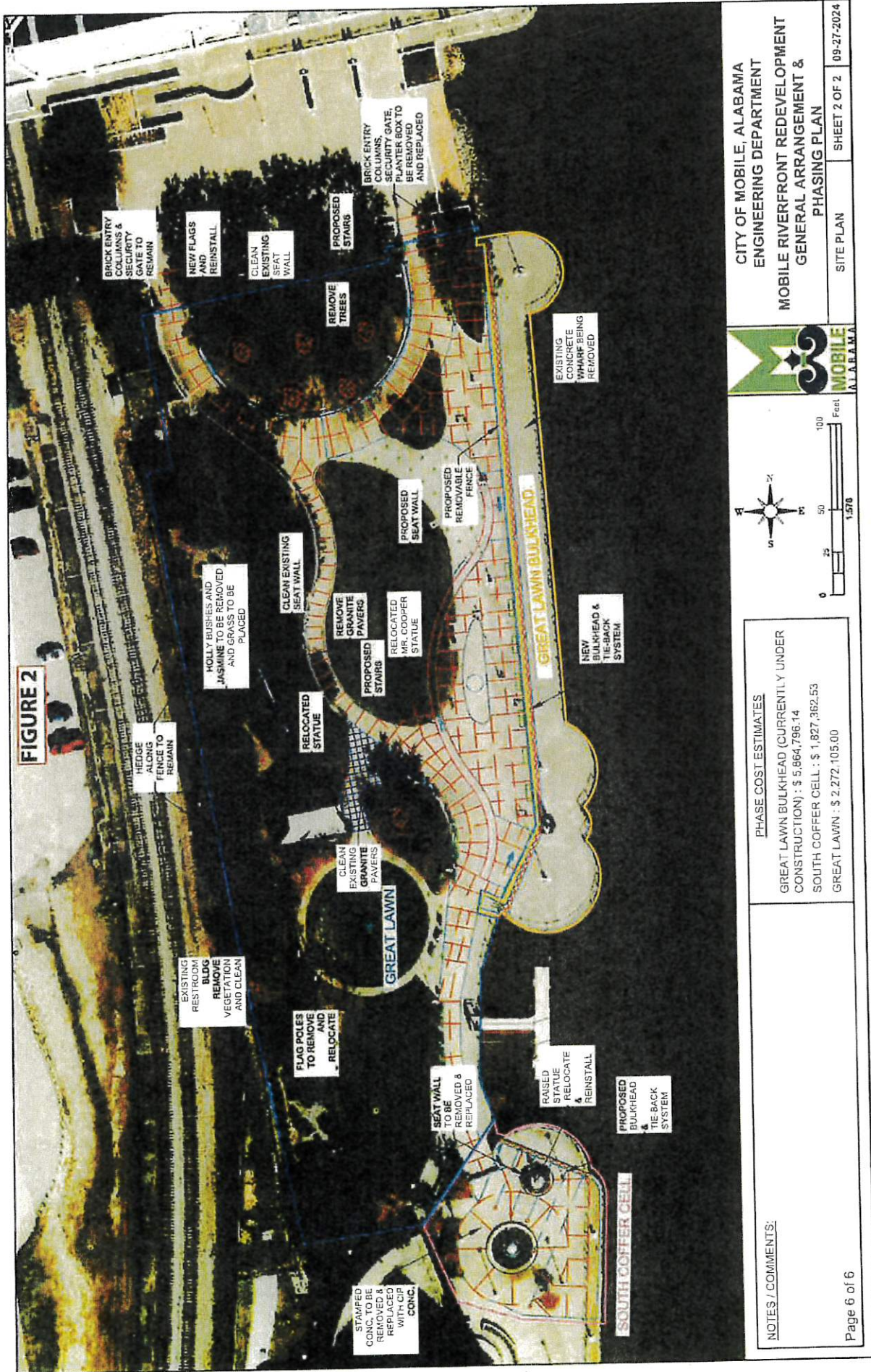
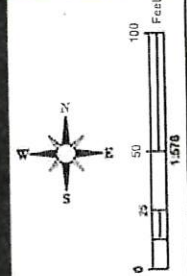


FIGURE 2



PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER CONSTRUCTION) :	\$ 5,864,796.14
SOUTH COFFEY CELL :	\$ 1,827,362.53
GREAT LAWN :	\$ 2,272,105.00

NOTES / COMMENTS:

31-272

2022

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Mobile, to provide the planning, engineering, design administration, and construction improvements at Riverfront Park, to execute an Agreement substantially like the contract attached hereto, and to sign any agreements or other documents in connection with the contract, and to perform all acts necessary to effectuate the grant. A copy of said Agreement is on file in the office of the City Clerk.

Adopted: **MAR 29 2022**



City Clerk

EXHIBIT K:

ADCNR SUB-WARD GOMESA GRANT AGREEMENT #G-CMRPEII/24/CM,
CITY RESOLUTION 01-1011

STATE OF ALABAMA)

ADCNR GRANT#: G-CMRPEII/24/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, leverage Phase I funding to complete shoreline stabilization efforts and amenity enhancements at Riverfront Park in Mobile, AL as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:
 - a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
 - b. Mitigation of damage to fish, wildlife, or natural resources;
 - c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
 - d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
 - e. Planning assistance and the administrative costs of complying with GOMESA.

G-CMRPEII/24/CM
Page 1 of 16
Rev. 11/1/2023

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 14.
4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end on November 15, 2026.
5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.
7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to two payments, for a total Agreement amount not to exceed THREE MILLION TWENTY-THREE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS and 00/100 (\$3,023,667.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
9. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

- a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.
 - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
 - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
 - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
- 10. REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
 Attention: GOMESA Coordinator
 31115 Five Rivers Blvd.
 Spanish Fort, AL 36527

G-CMRPEII/24/CM
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 Rev. 11/1/2023

11. INDEMNIFICATION AND HOLD HARMLESS:

- a. Subject to the limitations stated hereinbelow, Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

12. CLAIMS FOR LIENS: Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

13. ASSIGNMENT / AMENDMENT: Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such

G-CMRPEII/24/CM

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amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

14. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
15. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
16. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
17. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.
18. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
19. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
- b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
- c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

20. INSURANCE: Grantee is self-insured for general liability purposes. Grantee shall, at all times during the term of this lease, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of \$100,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$100,000.00 for property damage loss.

21. TERMINATION: In addition to terms of Paragraphs 8, 25, and 37, this Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 32, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
22. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
23. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 32 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.
24. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
25. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
26. **NOT A DEBT OF THE STATE:** It is agreed that the terms and 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 or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
27. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to

resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

28. **IMMIGRATION:** By signing this Agreement, the Grantee 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 within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
29. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
30. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that 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 can enjoy open trade.
31. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
32. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner
Alabama Department of Conservation and Natural Resources
64 N. Union St., Suite 468
Montgomery, AL 36130

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All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

City of Mobile
Attention: William S. Stimpson, Mayor
P.O. Box 1827
Mobile, AL 36633-1827

33. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
34. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
35. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
36. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
37. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
38. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an

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independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

39. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

40. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

41. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:


Christopher M. Blankenship
Commissioner

Date: 12-2-24

APPROVED LEGAL


GRANTEE:



William S. Stimpson
2024.11.20 08:44:05
-06'00'

Signature

Printed Name

Title

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Reviewed By Accounting

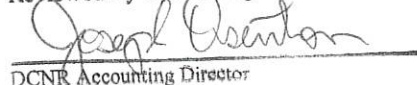

DCNR Accounting Director

EXHIBIT A

State of Alabama
 Gulf of Mexico Energy Security
 Act of 2006 Disbursement
 Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:Mobile Riverfront Park Enhancements Phase II -- City of Mobile

The City of Mobile has been dedicating efforts to further improvements at its Mobile Riverfront Park (Cooper Riverside Park) located along the Mobile River. The City has been utilizing Phase I GOMESA project funding (G-CMRPE/21/CM) to further planning, engineering & design, and permitting associated with repairing/replacing failing shoreline stabilization structures along the Great Lawn and South Coffey Cell areas of the Park's Mobile River waterfront as well as future upland Park amenity enhancements associated with the Great Lawn area of the Park. (See Figure 1 as to location Great Lawn and South Coffey Cell areas.) As priority implementation actions pursuant to its Phase I funding, the City will be completing construction work associated with repair/replacement as to ~800 linear feet of a bulkhead shoreline stabilization structure along the Great Lawn waterfront and initiating an additional ~55 linear feet of stabilizing construction along the South Coffey Cell. The structural scope of work is to construct a tied-back bulkhead concept for the South Coffey Cell, similar to Great Lawn bulkhead. The proposed concept will also require the temporary removal of the statue above the Cell, demolition and replacement of the fountain

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behind the Cell, demolition and replacement of decorative masonry walls and the concrete stairs leading from the Cell down to the Park to the north. Existing pavement, a light pole, and planter walls within the footprint of the work will also require demolition and replacement. (See Figure 2 for location of shoreline stabilization activities.)

This Phase II project funding will leverage Phase I funding to achieve construction completion associated with shoreline stabilization along the South Coffey Cell waterfront and also achieve completion as to upland Park amenity enhancements. (See Figure 2) The City's completion of South Coffey Cell shoreline stabilization efforts is critical, as citizens and visitors have not had full access to the Park's waterfront for an extended period of time due to ongoing safety concerns related to the deteriorated condition of existing shoreline stabilization structures. In addition, repair/replacement of the waterfront stabilizing structure is essential to prevent shoreline failure and to protect the coastline and downtown Mobile infrastructure against impacts from tropical storms and hurricanes, as well as wave action from activities including those associated with utilization of the Port of Mobile.

The shoreline stabilization construction activities, while immediately necessary, will result in impacts to the upland Park areas that will require disturbance/repairs that make completion of upland enhancements a priority action for the City. The City's broader vision as to Park enhancements for public access and recreation includes providing improvements within the upland Great Lawn area behind the shoreline stabilization construction. While the planning, design, and permitting activities are underway with Phase I funding, implementation of upland Great Lawn enhancements could not be initiated until shoreline stabilization construction approached or achieved completion. Accordingly, Phase II funding will be utilized to implement enhancements such as expanded green space that will accommodate larger public outdoor events and establish connectivity to a walking/exercise loop around the Mobile Convention Center.

More specifically, the new waterfront bulkhead concept under construction integrates a closer shoreline experience with an upper (+5.5) elevation and a lower (+3.5) elevation centered within the common Park space. The anticipated park site design will feature sidewalk pavement integrating the bulkhead with a curvilinear seat wall feature. Additional upland areas of the Park will be enhanced with a new concrete paver walking path. As required, existing seat walls, granite edge pavers, etc., will be altered, repaired or removed allowing integration and accessibility for park users. Overall, existing perimeter security fencing, new bulkhead handrails, boat vessel mooring cleats, architectural bollards, architectural light poles, etc., are being reinstalled, replaced or added as part of implementing these anticipated enhancements. In addition, an expanded green space will provide the City with the ability to accommodate larger public outdoor events at the Park and in conjunction with activities at the Mobile Convention Center. (See Figure 2 as to Upland Amenity Enhancements.) These types of Park amenities will enhance the opportunity for users of all abilities to enjoy the river view and gain an appreciation for the importance of conserving the state's unique natural resources.

Completion of shoreline stabilization efforts is critical to halting the adverse ecological impacts currently being experienced due to ongoing erosion issues. In addition to these restoration and conservation outcomes being an important step toward mitigating damage to fish, wildlife and natural resources, a collapse of any segment of the shoreline stabilization structures would cause significant additional natural resource and infrastructure damage that would be far more costly to repair/replace. Furthermore, completion of the shoreline stabilization construction activities will mitigate impacts of outer Continental Shelf activities through the funding of an onshore infrastructure project.

The Mobile Bay National Estuary Program's Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will preserve and enhance an important connection to the Mobile River in a populated area of coastal Alabama where public access to the waterfront and natural resources is limited. This project will enhance public outdoor recreational opportunities not only within the City of Mobile but also across the State of Alabama's coastal communities.

Project Duration:

This project is expected to take approximately twenty-four (24) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as two installments.

The first installment will be disbursed following execution of the Agreement for this project and submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design is complete; (3) satisfactory verification that sufficient funding is in place to achieve project completion as to South Coffey Cell stabilization work; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

The second installment will be disbursed following submission of an invoice for payment of Allowable Costs that includes (1) satisfactory certification Grantee remains in compliance with insurance requirements established pursuant to Paragraph 20 of the Agreement; (2) satisfactory verification that all engineering & design as to the Upland Amenity Enhancements within the Great Lawn area is complete; (3) satisfactory verification that sufficient funding is in place to achieve

project completion as to the Upland Park Amenity Enhancements within the Great Lawn area; and (4) satisfactory verification that all previously disbursed funds under Phase I and Phase II, if any, have been and will be used for Allowable Costs.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Construction Costs associated with Shoreline Stabilization Repairs/Improvements along the South Coffer Cell Waterfront.	\$745,000
2	Additional costs in addition to Phase I funding related to Construction Services, Grant Administration, and Implementation costs associated with Upland Amenity Enhancements to the Great Lawn area.	\$2,278,667
Total GOMESA Funding Not to Exceed		\$3,023,667

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

Submitted and Approved By:

William S. Stimpson

William S. Stimpson
2024.11.20 08:47:29
-06'00'

William S. Stimpson, Mayor
City of Mobile



Lisa C. Stimpson

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FIGURE 1

NOTES / COMMENTS:

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PHASE COST ESTIMATES

GREAT LAWN BULKHEAD (CURRENTLY UNDER
CONSTRUCTION) : \$ 5,884,796.14
SOUTH CORNER CELL : \$ 1,827,362.53
GREAT LAWN : \$ 2,272,105.00



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
MOBILE RIVERFRONT REDEVELOPMENT
GENERAL ARRANGEMENT &
PHASING PLAN

PHASE PLAN

SHEET 1 OF 2 09-27-2024

01-1011

2024

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 and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Mobile Riverfront Park Enhancements, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full.

Adopted: OCT 29 2024

Lana Paffenbarger

~~ENVISS~~ City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize execution of the Settlement Agreement and Release of Claims for Davilyn Populus

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Populus

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

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 Davilyn Populus, 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 10, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amendment 2 expands the Professional Program Management Services to additional projects throughout the remainder of the Term.

Amount of Contract:

Amendment amount: \$1,046,250.00 / Total Contract \$7,568,540.47

Funding Source

General Fund 3030

ATTACHMENTS:

1. Resolution - 2ndAmendment Volkert Contract 4579
2. Volkert Contract 4579 Amendment 02 VOLKERT PREPARED DRAFT.5.28.25 cpm edits
2025-06-04 final draft (004)

REVIEWERS:

Patricia Primm
Nicholas Amberger
Scott Collins
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 Second Amendment to the Agreement for Professional Program Management Services between the City of Mobile and Volkert, Inc., which amends the original Professional Program Management Services Agreement dated March 26, 2024 to expand the scope of the Program for additional Projects for the remainder of the Term for an additional fee increase of \$33,750.00 per month beginning July 2025, for a revised total compensation not to exceed \$7,568,540.47. The Second Amendment 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 Amendment is on file in the office of the City Clerk.

ADOPTED:

City Clerk



Amendment to Agreement for Professional Program Management Services

Volkert, Inc. Contract 4579 Amendment Number 02

PARTIES

This Amendment No. 2 to Agreement is entered into as of the ____ day of _____, 2025, by and between the City of Mobile (“Owner”) and Volkert, Inc., (“Program Manager”) and amends that certain Program-Management Services Agreement dated August 30, 2023 (“the Agreement”), as previously amended by Amendment No. 1 dated March 26, 2024.

BETWEEN the Owner:
The City of Mobile
205 Government St.
Mobile, AL 36633

and the Program Manager:
Volkert, Inc.
11 North Water Street, Suite 18290
Mobile, Alabama 36602

For the following Project:
Mobile Civic Center – Improvements Master Plan
401 Civic Center Drive
Mobile, Alabama 36602

Project #: CC-034D-22
Capital Project # & Name: C0865 Civ Ctr Prj Man/Site Design/Utli Re
Contract #: 4579
Vendor#: 227500

RECITALS

WHEREAS, **Amendment No. 1** expanded the Program scope to include (i) demolition of the existing Civic Center, (ii) construction of a new Civic Center facility, and (iii) master-plan civil and utility work, and established a total Program duration of **fifty-four (54) consecutive calendar months**; and

WHEREAS, the City now wishes to further expand the Program to include additional projects (**“Projects”**); and

WHEREAS, the City desires the Program Manager to provide Program-management services for the additional Projects through the remainder of the fifty-four-month Program term; and

WHEREAS, the parties acknowledge that one or more of the additional Projects may extend beyond the current Program term and agree that any continuation of Program-management services beyond that term shall be addressed by a future written amendment; and

WHEREAS, the additional scope described above increases the Program Manager’s monthly fee by **Thirty-Three Thousand Seven-Hundred-Fifty and 00/100 Dollars (\$33,750.00)**, resulting in a revised total compensation of **Seven Million Five Hundred Sixty-Eight Thousand Five Hundred Forty and 47/100 Dollars (\$7,568,540.47)**; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AMENDED ARTICLES

The Articles set out below replace and supersede the corresponding Articles of the Agreement (as previously amended) effective as of this Amendment’s Effective Date.

Article 4.1.1 – Total Compensation

(Article 4.1.1 as amended by Amendment No. 1, remains unchanged except that the total compensation amount is replaced as set forth below.)

4.1.1 Total Compensation and Term. The initial term of this contract shall be **fifty-four (54) months**, commencing on the Notice to Proceed issued by the City of Mobile. The City shall pay the Program Manager a **not-to-exceed** amount of **Seven Million, Five Hundred Sixty-Eight Thousand, Five Hundred Forty and 47/100 Dollars (\$7,568,540.47)** for performance of the Basic Services during that term, subject to adjustment only as provided in Article 4.3. Any extension of the contract term shall be effected solely through a written amendment to this contract.

Article 4.1.2 – Monthly Billing Schedule

(Replaces the existing Article 4.1.2 in full.)

4.1.2 Billing. Program Manager shall invoice

(i) **\$120,785.01 per month** for work performed through the June 2025 billing cycle; and

(ii) **\$154,535.01 per month** for work performed during the remaining **thirty-one (31)** months of the Program term (July 2025 – January 2028);

so that cumulative invoices equal the compensation stated in Article 4.1.1.

Except as expressly modified herein, **all terms, conditions, and obligations of the Agreement, as previously amended, remain in full force and effect.**

City of Mobile:

Consultant:

Signature

William S. Stimpson
Mayor, City of Mobile

Signature

James P. Screen
Senior Vice President, Volkert, Inc.

Date

Date

Attest:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 10, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_FTZ Operator
2. FTZ Operator Agreement

REVIEWERS:

Tiereney Leverette
Lana Gauthier

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 Foreign Trade Zone Operator Agreement for operator services between the City of Mobile and Merchants Transfer Company, 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

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the ___ day of _____, 2025, the City of Mobile, an Alabama Class 2 municipal corporation; hereinafter referred to as "City" or "Grantee", and MERCHANTS TRANSFER COMPANY, an Alabama corporation hereinafter referred to as "Operator".

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82; and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, certain facilities of Operator, said facilities including but not limited to 1200 Papermill Road and 1201 Papermill Road, Mobile, AL 36610 are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site;" ; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the ____ day of _____, 2025, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule. Notwithstanding the foregoing, one year from the effective date of this Agreement, any party hereto shall have the absolute right and authority to terminate this Agreement, without cause and without liability to any other party hereto, upon giving one hundred and eighty (180) days advance, written notice of such termination to all parties.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said

operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-

Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, its elected officials, directors, officers, agents, representatives, and employees, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold City, its elected officials, directors, officers, agents, representatives, and employees harmless from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border

Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million (\$3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City- thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at

law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use its best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations

hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Non-assignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

12.6 Jurisdiction 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 would be Mobile, Alabama.

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
3705 Riviere du Chien Road
Mobile, Alabama 36693

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

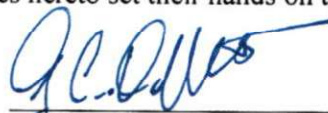
All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

Guy Oswalt
Director of Real Estate, Merchants Transfer Co.
P.O. Box 487
Mobile, AL 36601
M (251)-895-3130
goswalt@merchantstransfer.com

Copy to: Ben W. Taul, Vice President, Operations
P.O. Box 487
Mobile, AL 36601
(M) 251-591-3637
btaul@merchantstransfer.com

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE



MERCHANTS TRANSFER COMPANY
Name: Guy C. Oswalt as its Director

BY: _____

William S. Stimpson

Its: Mayor

Attest:

Lisa Carroll
City Clerk

Exhibit "A"

**Mobile Foreign-Trade Zone
Schedule of Non-Manufacturing Fees**

OPERATOR FEE

Amount:

- Option A: \$35.00 per transaction; or
- Option B: \$833.33 per month, which includes 40 transactions per month. An additional fee shall be charged for each transaction over 40 transactions as follows:
- | | |
|-----------------------------|--------------|
| Transactions 41 through 60 | \$20.00 each |
| Transactions 61 through 100 | \$15.00 each |
| Transactions 101 and over | \$10.00 each |
- Option C: \$2000.00 per month, which includes an unlimited number of transactions.
- Payable: Fixed monthly fee is due and payable in advance on the first day of each month. Transactions fees are due and payable thirty (30) days from the date of invoice. Operator fees commence upon activation by the U.S. Customs Service.
- For: Routine Foreign-Trade Zone operations

**Mobile Foreign-Trade Zone
Schedule of Fees for
Manufacturing/Production Operators**

ANNUAL OPERATOR FEES

The fee for the first year of operations shall be \$15,000.00.

The fee for each subsequent year shall be determined by the level of Zone-related activity for the previous year.

Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	Annual Fee
Less than \$50,000	\$0
\$50,000 to \$1,999,999	\$5,000.00
\$2 million to \$4,999,999	\$10,000.00
\$5 million to \$9,999,999	\$15,000.00
\$10 million to \$25 million	\$20,000.00
Over \$25 million	\$25,000.00

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 720 Museum Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **June 10, 2025**, a public hearing will be held on the **15th** day of **July**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 720 Museum Drive from R-1, Single-Family Residential District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO

THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business 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 a B-2, Neighborhood Business 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 a B-2, Neighborhood Business Suburban District, until the following conditions have been complied with: 1. Completion of the Subdivision process; 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 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 15th day of July, 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 18th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business 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 **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. Full compliance with all municipal codes and ordinances.

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

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

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

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

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business 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 a B-2, Neighborhood

Business 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 a **B-2, Neighborhood Business Suburban District**, until the following conditions have been complied with: 1. Completion of the Subdivision process; 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

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory



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

May 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on May 15, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2), located at 720 Museum Drive.

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

1. Completion of the Subdivision process; 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

maf
Attachments

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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **720 Museum Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business 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 **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: 1. Completion of the Subdivision process; and 2. 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.

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

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

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

LOT 2, FORT HARDEMAN SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT #2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO,

A PORTION OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, FORT HARDEMAN SUBDIVISION, RECORDED AS INSTRUMENT NO. 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 58.03 FEET; THENCE RUN NORTH 89°-59'-25" WEST A DISTANCE OF 181.11 FEET TO THE NORTHWEST LINE OF SAID LOT 1; THENCE RUN NORTH 39°-24'-10" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 97.09 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 1; THENCE RUN SOUTH 81°-53'-19" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 120.63 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 10,259 SQUARE FEET, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business 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 a **B-2, Neighborhood Business 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 a **B-2, Neighborhood Business Suburban District**, until the following conditions have been complied with: 1. Completion of the Subdivision process; 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

Philip Burton, Burton Property Group, LLC
720 Museum Drive
Council District 7
Gina Gregory

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: misty@burtonprop.com

May 29, 2025

Via Hand Delivery:

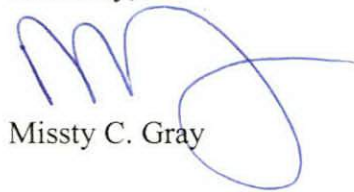
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
720 Museum Drive

Planning and Zoning:

Pursuant to the May 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$334.78. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
29 MAY 2025 PM3:23



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 21, 2025

Philip Burton
Burton Property Group
41 West I-65 Service Road North
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Fort Hardman Subdivision, Resubdivision of Lots 1 & 2
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business suburban District (B-2), within the Neighborhood General sub-district of the village of Spring Hill Overlay.

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

At its meeting on May 15, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Suburban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) 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 adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- F) 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.

ZON-UDC-003283-2025 720 Museum Drive
May 21, 2025

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Suburban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process; and
2. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$334.78** 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.

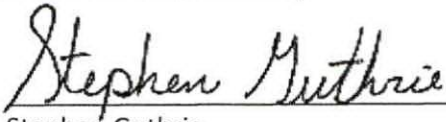
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

PLANNING AND ZONING
29 MAY 2025 PM3:24

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 720 Museum Drive
ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC
District 7
Rezoning from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2), within the Neighborhood General sub-district of the Village of Spring Hill Overlay.

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission heldover the request until the May 15th meeting to allow the applicant to submit a two (2)-lot subdivision application to be considered concurrently with the proposed rezoning application.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

Online Comments received for PC – April 17, 2025

Agenda #06 MOD-003285-2025

Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White

slmageewhite@aol.com

145 East Dr

2025-04-07 07:27:57

TOO much traffic now without more apts.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Ila Cummings

cummings.ila@gmail.com

5527 Richmond Rd

2025-04-01 00:37:08

As a graduate student at the University of South Alabama and a homeowner in this community I am excited to see the area thrive. I fully support high-quality commercial developments like this one which contribute to the growth and long-term success of our community.

Agenda #07 ZON-UDC-003283-2025

Phillip Burton, Burton Property Group, LLC

Cynthia Zipperly

cynthiazipperly@gmail.com

150 Austill Ave

2025-04-08 17:09:56

As a community volunteer fundraiser and event professional I was extremely excited to hear of Mr. Burton's plans for a boutique hotel on Museum Drive. I feel there is definitely a need for this type of business and event space in this area. The Botanical Gardens the Museum the Children's Theatre the Japanese Gardens the Park the Golf Course and the Tennis Center will certainly benefit from guests staying at a lovely hotel nearby. My frustration in the past has been my guests and clients having to stay downtown to enjoy similar accommodations to what Mr. Burton's is proposing. I am heartily in favor of this project and the economic impact it will bring to the Springhill area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Cheryl Quinnelly
cheryl@blackdoorstudio.net
456 N. McGregor Ave
2025-04-09 15:00:06

I own a boutique located at 456 North McGregor which is located directly across the street from the proposed development and I also live in Sheeps Lane. I fully support rezoning the Museum Dr. property to B2 to accommodate a boutique hotel. A boutique hotel will be good for neighborhood. There is very little residential property remaining in that portion of McGregor Ave. and Museum Dr. so the rezoning to B2 makes sense for the area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Jeff Quinnelly
jeff@quinnelly.com
3751 Sheeps Ln
2025-04-09 15:25:42

I am in support of this. A Nice Boutique hotel sounds great for our area.

Agenda #07 ZON-UDC-003283-2025
Phillip Burton, Burton Property Group, LLC

Justine Bixler
jtherlihy@gmail.com
233 Woodhill Dr
2025-04-15 17:42:11

We are in favor of the Neighborhood Commercial zoning. This conforms to the Village plan and surrounding properties. The proposing company is local to the area and invested in the overall betterment and wellbeing of the neighborhood. I have confidence this project will be completed with the utmost diligence and will ultimately add value to the area I live.

Agenda #08 ZON-UDC-003284-2025
Muhammad Shafique, The Islamic Society of Mobile, AL

Sheila White
slmageewhite@aol.com
145 East Dr
2025-04-07 07:24:57

East Dr has too much traffic now!!! The city does not care about this small neighborhood or the problems they allow by having more and more housing with more and more traffic. No one seems to care especially the planning commission.

Page 813 of 851



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? X 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:	Phillip Burton	
Firm:	Burton Property Group, LLC	
Phone:	251-341-5777	
Email:	philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

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 2023

	Owner		Design Professional
Name:	City of Mobile	Gray Reese (Architect)	Jordan Stringfellow (Civil Eng.)
Firm:		Gray Reese, LLC	Volkert, Inc.
Phone:	251-208-7536	404-243-6002	251-342-1070
Email:	Carleen.stout@cityofmobile.org	grayreese@gmail.com	jordan.stringfellow@volkert.com
Address:	205 Government Plaza, Mobile, AL 36602	10335 Big Canoe Big Canoe, GA 30143	110 Montlimar Dr, Ste 1050 Mobile, AL 36609

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

720 Museum Dr. & a portion of 700 Museum Dr.

4.33 ac. +/- (720) .24 ac. (700)

Property Address

R022806141002009.001 (720) R022806141002009 (700)

Property Area (acres or square feet)

*legal descriptions attached

Parcel Number(s) or Key Number(s)

R-1

B-2

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 *we have attached the information on the scheduled meeting, but it has not occurred at the time of filing this application the required documentation will be submitted following that meeting.

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.

Carleen Stout Clark
Owner Signature CITY OF MOBILE

3/17/25
Date

Kenny
Applicant or Agent Signature (if applicable)

3/17/25
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.

Kenny
Applicant or Agent Signature

3/17/25
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

Revised February 2023

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

- Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
The property is located within the Spring Hill Overlay District. Adjacent properties are zoned R-3, B-1 and B-2. There are no hotels in the immediate area. The proposed project will be designed as a limited service boutique hotel true to the unique character of Spring Hill. The property is currently unoccupied. The proposed development will serve to further the vision of the Blueprint for Spring Hill.

Institutional
Future Land Use Map (FLUM) Designation

B-2
Requested Zoning

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

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

This proposal will fill an unmet need in this community as well as provide for the redevelopment of unoccupied property.

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

All of the surrounding property is R-3 or higher zoned or institutional. It would not be desirable for R1 development to be in the center of the surrounding businesses.

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.

Since the adoption of the Blue Print for Spring Hill, the area has seen development of properties with businesses that serve the surrounding community while also enhancing the unique characteristics of Spring Hill.

2. Describe the surrounding land uses.

The property to the west is occupied by the Spring Hill Swim Club. Property to the south is a City of Mobile fire station. The property to the north is occupied by an engineering firm and the office for a construction company.

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

The completed project is not anticipated to have any adverse impacts on neighboring properties.

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

There is adequate infrastructure in place to accommodate this request.

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

This proposal will allow for the redevelopment of property that is currently unoccupied. There are no hotels in the immediate area and this proposal will serve the surrounding community and fill that need.

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

This property is in the Spring Hill Overlay District. The Applicant is seeking a use variance to allow the property to be used for a hotel in a B-2 zone, which is otherwise only allowed in a B-3 or B-4 zone. However, the B-2 zone is a more suitable zone for property in this overlay district. The Applicant will fully design the for the proposed use once the use variance and this rezoning are granted. It is unknown at this time if any additional variances will be needed.

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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

Revised February 2023

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a B-2 aligns with the City's Comprehensive Plan. The property is located in the Spring Hill Overlay District and adjacent properties are zoned R-2, B-1 and B-2. The proposed development will serve to further the vision of the Blueprint for Spring Hill. This proposal will allow for the redevelopment of a currently unoccupied property and will fill a need that is currently unmet in this community. Surrounding property is zoned R-3 or higher, the current R-1 zoning would not be desirable based on the surrounding property uses. The completed project is not anticipated to have any adverse impacts on neighboring properties. The development will align with recent development trends in the area and there is adequate infrastructure in place to accommodate the proposed request.

PROPERTY LEGAL DESCRIPTION

Legal Description for 720 Museum Dr.:

Lot 2, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Legal Description for 700 Museum Dr.:

Approximately .24 acres of Lot 1, Fort Hardeman Subdivision, according to the plat thereof recorded in Instrument #2021037217 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

*If the use variance and this rezoning application are approved the Applicant will re-subdivide the property to create a new legal lot combining the 4.33 acres of 720 Museum Dr. and the .24 acres portion of 700 Museum Dr. Applicant is seeking approval that the entire new lot will have the requested B-2 zone with the allowed use of a hotel (subject to approval of the use variance before the BZA).



Plan Submission Contact Information

Name of Project Museum Drive/ Old Fort Hardeman
Address 720 & a portion of 700 Museum Dr.

Owner City of Mobile
Address 205 Government Plaza, Mobile, AL Zip Code 36602
Phone 251-208-7536 Fax _____ Email carleen.stout@cityofmobile.org

Authorized Agent Philip Burton/Burton Property Group, LLC
Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608
Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Jordan Stringfellow/ Volkert, Inc.
Address 1110 Montlimar Dr, Ste 1050, Mobile, AL Zip Code 36609
Phone 251-342-1070 Fax _____ Email jordan.stringfellow@volkert.com

Architect Gray Reese/Gray Reese, LLC
Address 10335 Big Canoe, Big Canoe, GA Zip Code 30143
Phone 404-243-6002 Fax _____ Email grayreese@gmail.com

Submitted by:

Kathy Sherman/Burton

Signature

3/17/2025

Date

Kump Su

Print

Applicant/Burton Property Group, LLC

Affiliation to project/Organization

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

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

The meeting is schedule for March 25, 2025 from 5:30 PM to 7:00 PM at Fort Hardeman Armory, 720 Museum Dr. Applicant will submit the documentation required following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/11/2025

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: 3/25/2025

Neighborhood Meeting Time: 5:30 - 7:00 pm

Neighborhood Meeting Location: 720 Museum Dr. Mobile, AL

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 or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: Burton Property Group, LLC
(First Name & Last Name)

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

X Philip Burton Date: 4/11/2025

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.

ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

SPRINGHILL LLC
PO BOX 6231
MOBILE, AL 36660

BROWN ANGELA WILSON &
JERRY MICHAEL BROWN
3773 SHEIPS LN
MOBILE, AL 36608

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT, MS 39563

CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115

QUINNELLY JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616

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



Philip G Burton

March 10, 2025

RE: Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Burton Property Group** will be submitting to the Mobile City Planning Commission:

Application - Zoning Change to rezone the property at 720 Museum Drive, Mobile, AL 36608 from Single-Family Residential (R-1) to Neighborhood Business District (B-2).

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

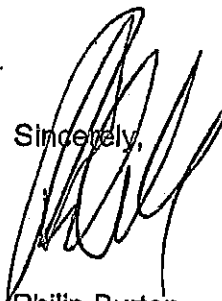
March 25, 2025

5:30 PM to 7:00 PM

**720 Museum Drive
(Fort Hardeman Armory)**

You are receiving this notice because your property is located within 300 feet of **720 Museum Drive, Mobile, AL 36608**, 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,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 5:30 pm – 7:00 pm

Location of Neighborhood Meeting: Fort Hardeman Armory,

720 Museum Drive, Mobile, AL

Project Location: 720 Museum Dr., Mobile, AL

Project/Application: Rezoning from R-1 to B-2

Applicant's signature attesting to the accuracy of pages 1 thru 7:

X

Date: 4/1/2025

Please Sign in:

Name: Belinda Metzger Email: belmetzger
Address: 4232 The Cedars Ave Phone: 251-725-4210

Name: Lee Metzger Email: _____
Address: _____ Phone: _____

Name: Margaret & Buddy McLaughlin Email: esmcl@bellsouth.net
Address: 3147 Southview Ln. Phone: _____

Name: DANIEL REIMER Email: daniel.reimer@gmail.com
Address: 3763 Mordecai Ln Phone: 251-716-6700

Name: Gregor Wilhelm Email: gmwillhelm@gmail.com
Address: _____ Phone: _____

Name: EVELYN SYLVESTER Email: _____
Address: 4400 DENSON CT. Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: GENEVA Gayles Email: Gayles1@comcast.net
Address: 925 Knowles Ln Phone: 251 343 9632

Name: Eddie W. Washington Email: Edeejdw68@yahoo.com
Address: _____ Phone: 251 604-6409

Name: Carol McMurphy Email: carolpmcmurphy1@gmail.com
Address: 3755 Nordecai Lane Phone: (251) 421-3057

Name: Ardine Lambert Email: lambertardine@gmail.com
Address: 4212 Bit + Spur Rd Phone: _____
#3

Name: Allen Hughes Email: allenhughescpa@yahoo.com
Address: 4300 The Cedars Ave. Phone: (251) 656-6660

Name: JENNIFER GREHAN Email: SOUTHWESTVILLE@gmail.com
Address: 201 TUTTILL LN Phone: (251) 463-9119

Name: Russell Edwards Email: russell.edwards@gmail.com
Address: 3769 Sheeps Lane Phone: 703 474 3482

Name: Dr. & Mrs. Don Kidd Email: rkidd331@comcast.net
Address: 350 Dilston Lane Phone: (251) 423-7707

Name: MECCA SHERIDAN Email: mecarther11@gmail.com
Address: 3901 SPRINGHILL Phone: 251-610-8380

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: DAVID WILHELM Email: —

Address: 650 TUTHILL LN Phone: 251-454-2383

Name: Sam St. John
Linda St. John Email: linda@logic2us.com

Address: 320 Hazlen St Phone: 201-205-1111

Name: Juan Little Email: ljhlawyer@aol.com
Address: 161 A N. McGregor Phone: 251-533-5405
AV

Name: Susan Mims Email: Susanmims@hotmail.com
Address: 3812 Claridge RAN Phone: 251-455-3397

Name: Steve Gordon Email: Steve.Gordon@verizonenergy.com
Address: 3451 Stem Ave Phone: 251-3794347

Name: Gary Jackson Email: GJACK45819@Verizon.
Address: 3802 Spring Hill Ave Phone: 703-980-0735 ^{net}

Name: Melva Jackson Email: MDJACKSON@Verizon. ^J
Address: 3802 Spring Hill Ave Phone: 703-980-0734

Name: Louise Doggett Email: louisedoggett@gmail
Address: 4403 The Cedars Phone: 251-406-2929

Name: Alonzo Yelling Email: ayelling3@gmail.com
Address: 3828 Moreland Ln Phone: 678-458-8581

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Catherine Potter Email: cat60926@gmail.com
Address: 14 Lancaster Rd Phone: _____

Name: Ursula Tucker Email: ursula-r-tucker@yahoo.com
Address: 3765 Shoops Ln Phone: 251 689 2267

Name: Mark Sheridan Email: Sheridanhomebuilders@gmail.com
Address: ~~207 Pigeon St~~
3961 Spruill Ave Phone: (251) 581-3330

Name: Eve Mills Email: evedmills@gmail.com
Address: 4301 Stein Ave Phone: _____

Name: Jennifer Penney Email: _____
Address: 4564 Old Shell Rd Phone: 251 232 1361

Name: ADE BODET Email: cabodet@msn.com
Address: 115 MYRTLEWOOD Phone: _____

Name: JAMES shreve Email: _____
Address: 309 dog wood lane Phone: _____

Name: Lebbie Stephens Email: INFO@adventure-specialties.net
Address: 628 Tutthill Lane Phone: _____
mobile al 36608

Name: K+ David Lange Email: _____
Address: 97 Tutthill Ln Phone: _____

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Rosemary Johnson Email: _____

Address: The Cedars Ave Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: Kitty York Email: yorkbat@gmail.com
Address: 3707 Mordeca, Lane Phone: (251) 689-1259

Name: Conrad Pierce Email: conradpierce@icloud.com
Address: 429 Tutthill Lane Phone: 251-800-1130

Name: GENIE Blough Email: gblough@bellsouth.net
Address: 373 Tutthill Lane Phone: 251-510-1059

Name: Lynne & Hal Daugherty Email: lfdaugherty@gmail.com
Address: 4408 The Cedars Phone: 251-533-3983

Name: Cara Mia Braswell Email: _____
Address: 4242 Bit & Spur Rd. Phone: _____
House #13 36608

Name: JAY McDONALD Email: J4M@MCDONALDLAGARDE.COM
Address: 4350 THE CEDARS Phone: _____

Name: Gayle Ziemer Email: _____
Address: 9 N Spring Bk Rd Phone: _____

Name: Ben T Lee Email: _____
Address: Fire Station Phone: _____

Name: Kelley Lamberth Email: edwin-kelley@mindspring.com
Address: 374 Tutthill Ln. Phone: 251-515-6355

Neighborhood Meeting Sign-in Sheet
Date: 3/25/2025
Applicant: Burton Property Group, LLC

Meeting Location: 720 Museum Dr., Mobile, AL
Application: Rezoning R-1 to B-2

Name: Adrienne L. Tucker Email: _____
Address: 12 Kingsway Phone: (251) 455-4994

Name: Barbara Lynn Brown Email: _____
Address: 478 Pine Ct Phone: _____

Name: Hunter Quinnelly Email: _____
Address: 78 Hathaway Rd N. Phone: _____

Name: Jeff Quinnelly Email: _____
Address: 3751 Sheeps Ln Phone: _____

Name: Barkley Shreve Email: _____
Address: 118 M. Greenwood Phone: _____

Name: Bernadette Robison Email: _____
Address: 3401 Audubon Sq E Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 5:30 p.m. – 7:00 p.m.

Meeting location: 720 Museum Dr., Mobile, AL

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

The Applicant is seeking to have 720 Museum Drive and a portion of 700 Museum Dr. rezoned from R-1 to B-2.

The following information was distributed:

No information was distributed at the meeting. The attached conceptual site plan and conceptual event space layout were on display during the meeting.

Below is a summary of what occurred at the meeting.

Councilwomen Gina Gregory opened the meeting and discussed the process of rezoning property. Then the applicant, Philip Burton with Burton Property Group, LLC, stated that the purpose of the neighborhood meeting was to discuss the rezoning of the property from its current zone of R-1 to the desired zone of B-2. Burton discussed the eventual plan was to construct an eighty-seven room boutique hotel; however, the exact plans for that project would not be complete until the property has been rezoned and proposed use of a hotel has been approved for the property. Burton explained the plans on display were merely conceptual and no plans have been finalized. Burton then opened the floor for questions from those in attendance. Questions and comments from the public included: how many floors were planned; how would a hotel affect traffic in the area; how would parking be handled; and what types of uses were allowed in a B-2 zone. Mr. Burton explained that the proposed hotel would be three to four stories and the development would use the natural grade of the property in the design; all parking would be on site and that traffic is expected to be spread out throughout the day and night. Mr. Burton also explained that all final plans would be subject to compliance with the City's traffic regulations and compliance with the City's Unified Development Code. Mr. Burton explained that there were numerous types of businesses allowed under the B-2 zone, all of which are listed in the City's zoning ordinance. As members of the public came to view the items on display, Mr. Burton talked with individuals and answered any individual questions that members of the public presented.

The Neighborhood Meeting ended at the following time: 7:00 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

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:

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

Neighborhood Meeting Proceedings:

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

March 25, 2025, 5:30 – 7:00 pm, at 720 Museum Dr., Mobile, AL

2. What information was presented at the meeting?

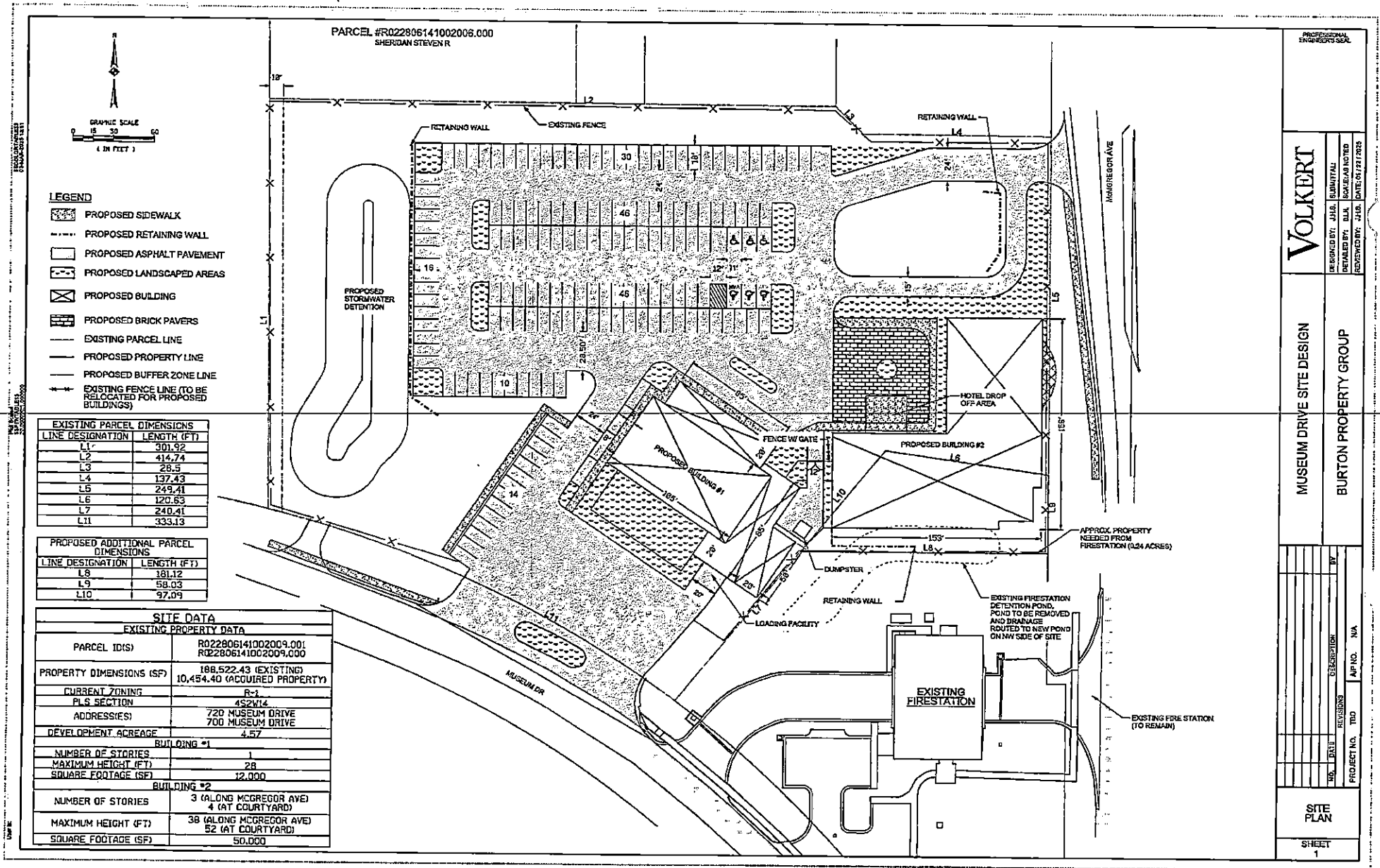
See attached Neighborhood Meeting Summary

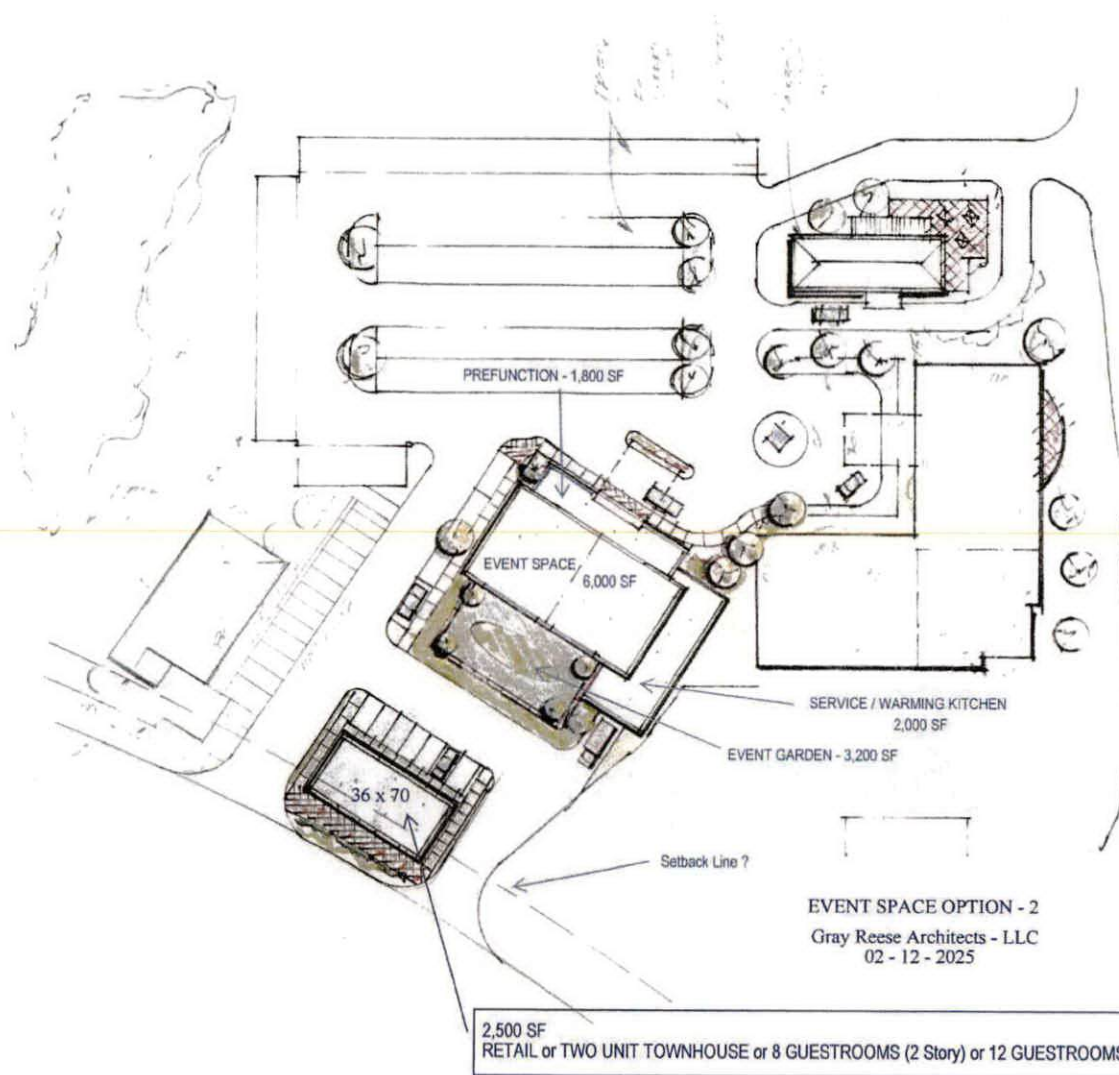
3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

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

No modifications were necessary.







Add a Caption

Thursday • Mar 13, 2025 • 1:11PM

Adjust

IMG_4096

Apple iPhone 13 Pro Max

HEIF

Wide Camera — 26 mm $f1.5$

10 MP • 3670 × 2752 • 1 MB

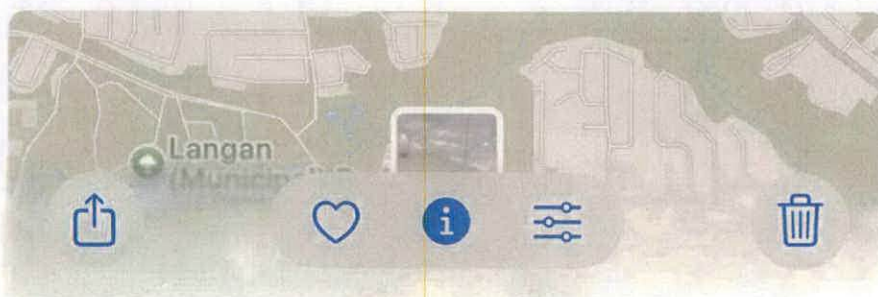
ISO50

60mm

0ev

$f1.5$

1/8000s





Add a Caption

Thursday • Mar 13, 2025 • 1:15 PM

[Adjust](#)

 IMG_4103

Apple iPhone 13 Pro Max

HEIF

Telephoto Camera — 77 mm *f*2.8

12 MP • 3024 × 4032 • 2.4 MB

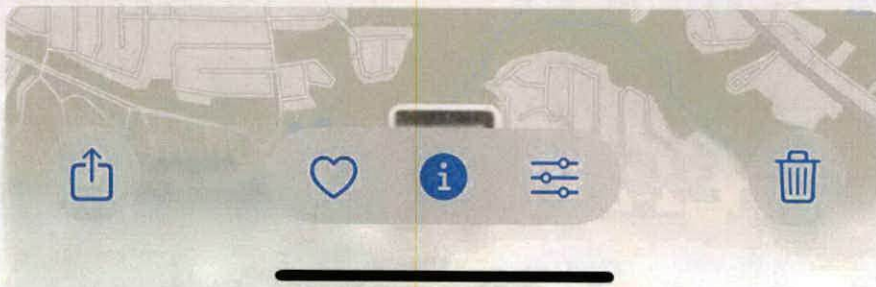
ISO32

179mm

0ev

*f*2.8

1/669s



ST AUGUSTINE LLC
3901 SPRING HILL AVE
MOBILE, AL 36608

CITY OF MOBILE
OFFICE OF CITY CLERK
205 GOVERNMENT ST
MOBILE, AL 36602

BOARD OF WATER & SEWER
COMMISSIONERS
PO BOX 180249
MOBILE, AL 36618

BROADUS BATISTE &
DOMINIC J BROADUS
3824 MORDECAI LN
MOBILE, AL 36608

EDWARDS JACQUELINE M
3769 SHEIPS LN
MOBILE, AL 36608

EDWARDS ANN N
3828 SPRING HILL AVE
MOBILE, AL 36608

ASF INC
3812 SPRING HILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36608

SPRINGHILL SWIM CLUB INC
PO BOX 8212
MOBILE, AL 36608

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633

SPRINGHILL LLC
PO BOX 6231
MOBILE, AL 36660

WELLS ANNIE D
2735 BRIARWOOD CIR
MOSS POINT, MS 39563

PARKER BYRON HEATH &
ELIZABETH ANNE PARKER
4550 SPRING HILL AVE
MOBILE, AL 36608

EDWARDS SARA TATE
3828 SPRING HILL AVE
MOBILE, AL 36608

PARK CENTER INC
157 N CONCEPTION ST
MOBILE, AL 36603

PHILIP BURTON
BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

SHERIDAN STEVEN R
3961 SPRINGHILL AVE
MOBILE, AL 36608

QUINNELL JEFFREY & CHERYL
PO BOX 81449
MOBILE, AL 36689

BROWN ANGELA WILSON &
JERRY MICHAEL BROWN
3773 SHEIPS LN
MOBILE, AL 36608

CRAIG MARY FRANCES
3838 MORDECAI LN
MOBILE, AL 36608

HAMADE BASSAM
8196 PINE RUN
SPANISH FORT, AL 36527

WASHINGTON MARK V
3836 MORDECAI LN
MOBILE, AL 36608

RENFRO JACQUELINE M &
JAMIE L. MCNEIR
324 CRYSTAL LAKE DR
DESOTO, TX 75115



Agenda Item # 7 ZON-UDC-003283-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

720 Museum Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

City of Mobile

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Neighborhood Center - Traditional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2
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. Holdover

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	7	DATE	April 17, 2025	
APPLICANT	Phillip Burton, Burton Property Group, LLC			
REQUEST	Rezoning from R-1 to B-2			

SITE HISTORY

The site was formerly used by the Alabama National Guard as an armory with the existing large building constructed in the mid to late 1960's. The Armory Commission of Alabama deeded the property to the City in the 2000's and in 2023, the City published a Request For Proposal (RFP) to sell the property.

The site was previously before the Board of Zoning Adjustment at its December 4, 2023 meeting with an application to allow a Planned Development on the subject site. The applicant withdrew the application.

Most recently, the site was granted a Use Variance by the Board of Zoning Adjustment at its April 7, 2025 meeting to allow a hotel to be located on the property. The variance was granted, subject to the following conditions:

- 1) Completion of a 2-lot Subdivision to alter the interior lot lines between the subject site and the fire station;
- 2) Completion of rezoning the site from R-1 to B-2;
- 3) Either revision of the site plan to fully comply with the Spring Hill Overlay requirements, or submittal of a site variance to address the non-conforming aspects; and
- 4) Full compliance with all municipal codes and ordinances.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

A traffic impact study will be required. 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:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District. A detailed description of the proposed request is available via the link on Page 1 of this report.

It should be noted that the applicant is proposing to obtain a portion of the adjacent property to the Southeast, currently occupied by a fire station. As such, if approved, a 2-lot Subdivision application will be required in order to shift the interior property line.

The site abuts property to the West that is currently zoned R-3 and used as a swim club. Adjacent to the North is a vacant B-1 property, B-1 and B-2 property developed commercially, and a vacant R-1 property owned by the City of Mobile. To the South, adjacent to the site, is an existing fire station zoned R-1, and to the South, across Museum Drive, is the Ornamental Horticulture Research Center. Properties to the East, across McGregor Avenue North are zoned R-1 and are either vacant or being developed commercially under the Spring Hill Overlay.

The site plan submitted with the rezoning application does not depict the proposed re-development of the site. It should be noted that due to the fact the property is going to be completely redeveloped, it will be required to come into full compliance with the Unified Development Code (UDC) regulations regarding the Spring Hill Overlay.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

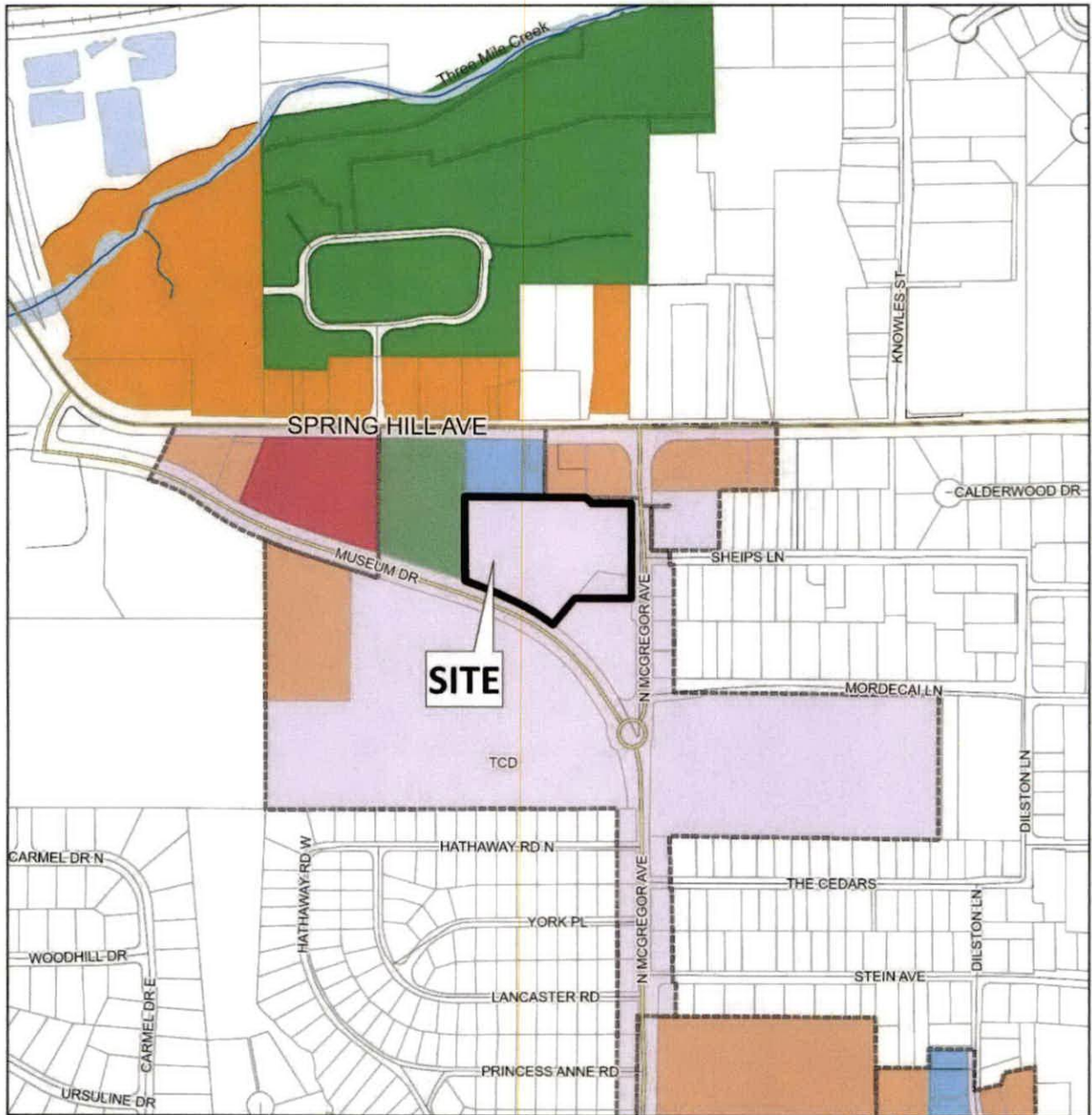
- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - 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:

The Planning Commission should consider a holdover of the request until the May 15th meeting, to allow the applicant to submit a two (2) lot Subdivision application to be heard concurrently with the proposed rezoning application.

LOCATOR ZONING MAP



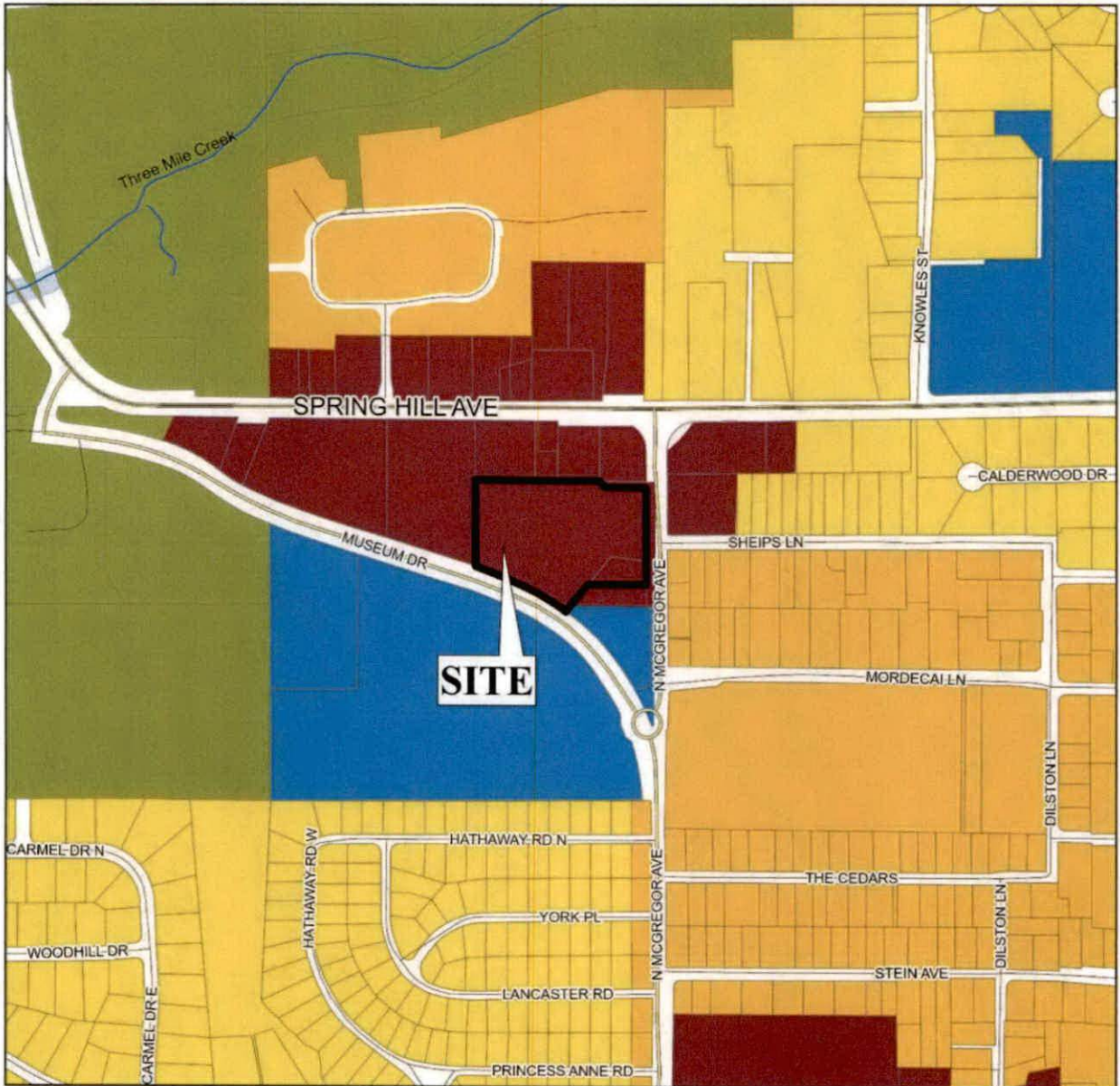
APPLICATION NUMBER 7 DATE April 17, 2025

APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE April 17, 2025

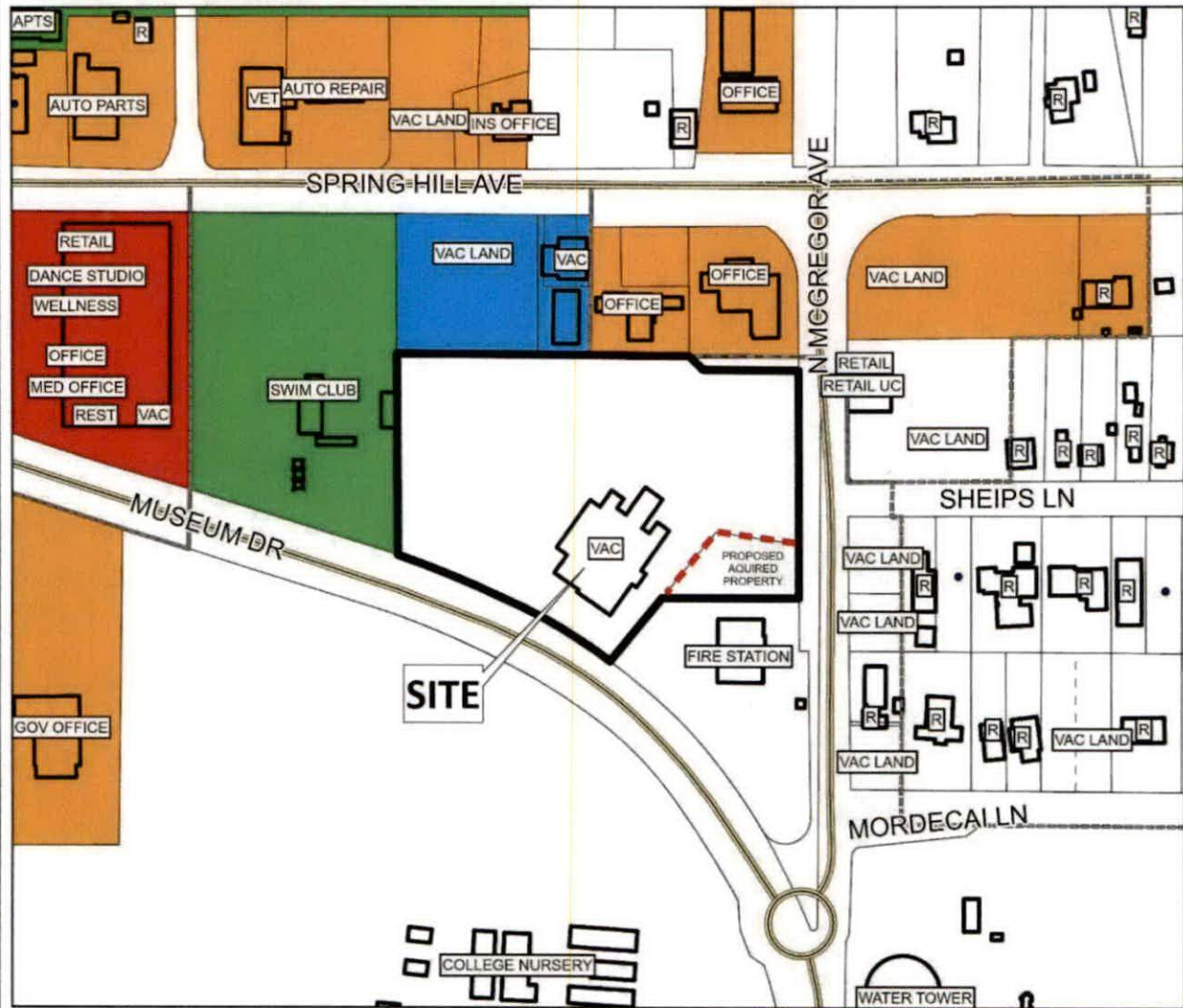
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to B-2

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



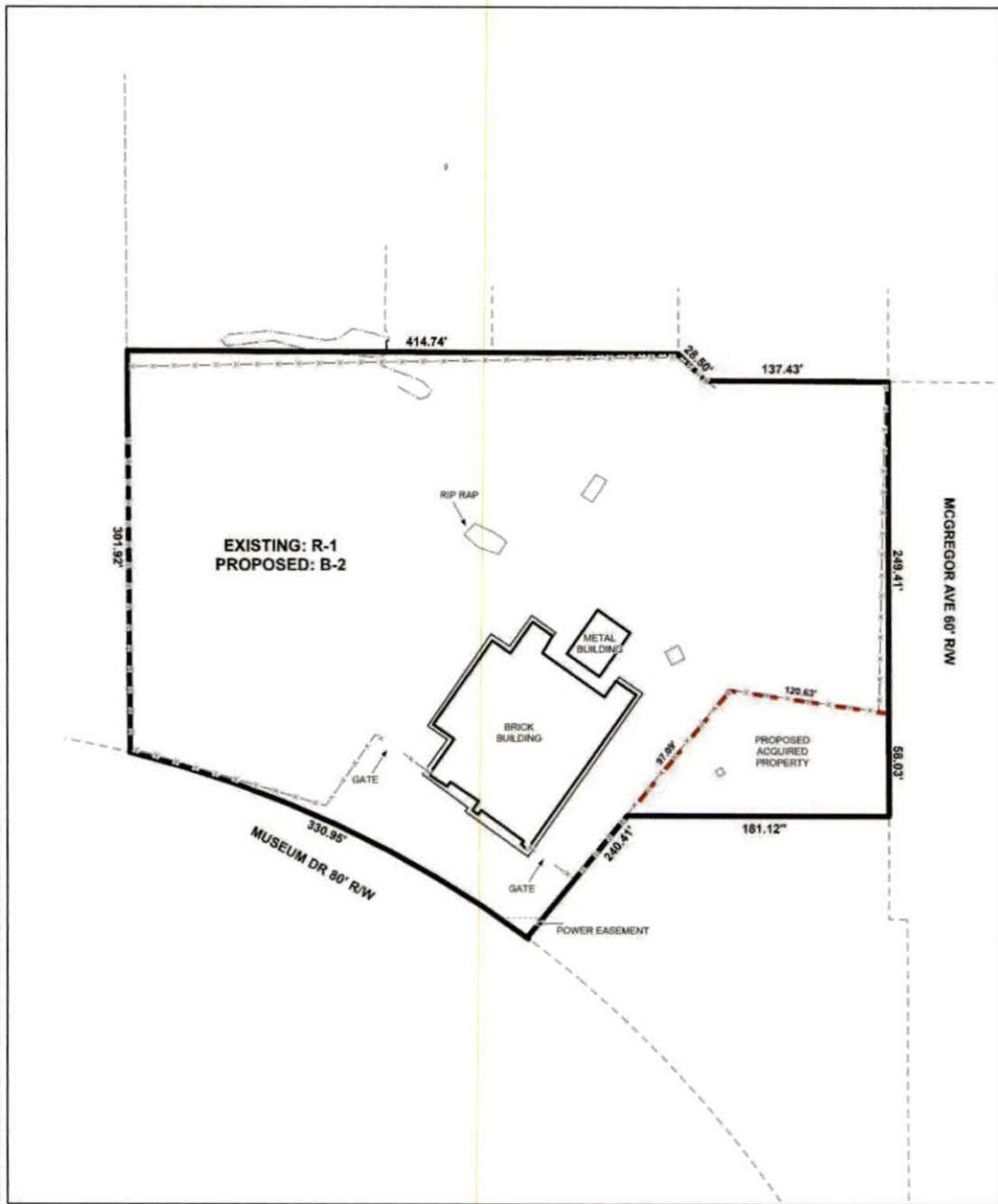
PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>7</u> DATE <u>April 17, 2025</u>																																
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>																																
REQUEST <u>Rezoning from R-1 to B-2</u>																																
<table border="0" style="width: 100%; font-size: small;"> <tr> <td> R-A</td> <td> R-3</td> <td> B-1</td> <td> B-2</td> <td> B-5</td> <td> ML</td> <td> I-2</td> <td> OPEN</td> <td> T-3</td> <td> T-5.2</td> </tr> <tr> <td> R-1</td> <td> R-B</td> <td> T-B</td> <td> B-3</td> <td> CW</td> <td> MH</td> <td> PD</td> <td> SD</td> <td> T-4</td> <td> T-6</td> </tr> <tr> <td> R-2</td> <td> H-B</td> <td> LB-2</td> <td> B-4</td> <td> MM</td> <td> I-1</td> <td> MUN</td> <td> SD-WH</td> <td> T-5.1</td> <td></td> </tr> </table>			 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	
 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 buildings, fencing, and proposed property to be acquired.

APPLICATION NUMBER	7	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to B-2		

N
↑
NTS

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)

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.).