



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 5, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Dan Taylor, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 29, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Francesca Marconi for a waiver of the Noise Ordinance at the Bragg Mitchell Mansion on October 25, 2025, from 4:00 p.m. - 12:00 a.m. (District 1).

Request of Calandra Peterson for a waiver of the Noise Ordinance at Spanish Plaza on August 8, 2025, from 4:00 p.m. - 9:00 p.m. (District 2).

Request of Calandra Peterson for a waiver of the Noise Ordinance at 305 MAMGA Drive on August 9, 2025, from 8:00 a.m. - 11:00 a.m. (District 2).

Request of David Hyland for a waiver of the Noise Ordinance at 1655 McGill Avenue on October 19, 2025, from 10:00 a.m. -- 4:00 p.m. (District 2).

Request of Forress Rayford for a waiver of the Noise Ordinance at 911 Dauphin Street on February 16, 2026, from 5:00 p.m. - 1:00 a.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 110 Hyland Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1258 Congress Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 265 Cuba Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1303 East Gulf Field Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1401 Vega Drive a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 801 East I-65 Service Road South a public nuisance and order it demolished (District 5).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Laurie Hunter - the City's appointing and approval of Mobile Housing Authority board members.

Robert Clopton - alleged cutting/eliminating of WAVE routes that serve those that need transportation the most.

Juree Hall, Library Director, Mobile Public Library - provide update on library services at Theodore Public Library.

12. ORDINANCES HELD OVER

88-042 Authorize the sale of property located at 305 Dearborn Street, N. and vacant land located on Lyons Street not now needed for public or municipal purposes (Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

13. CIP RESOLUTIONS HELD OVER

21-1024 Authorize contract with Bienville Construction Services, LLC for South Brookley School Demolition; \$347,840.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1025 Authorize contract with Harris Contracting Services for new Fire Station #19; \$4,490,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

14. RESOLUTIONS HELD OVER

01-1026 Authorize Intergovernmental Agreement with Mobile County Commission to facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

09-1027 Reallocate funds in various capital projects in the Convention Center Fund to Capital Project Convention Center Capital; \$670,936.14 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-1028 Reallocate funds from various capital projects to Convention Center Capital; \$294,119.04 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-1029 Reallocate funds from Capital Project Equipment Civic Center in the Capital Improvement Fund to Capital Project Civic Center Improvements Master Plan; \$174,318.13 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-1030 Authorize Contract with Bienville Construction Services, LLC for Melton Fire Station Building Envelope & Hvac Improvements; \$191,131.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1031 Authorize contract with Cummings Architecture Corporation for Animal

Services Facility; \$430,632.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-1033 Authorize contract with Volkert, Inc. for Downtown Street Optimization; resurfacing and restriping; \$280,163.54 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

25-1034 Grant a permanent easement to Alabama Power to provide new underground service to the Africatown Welcome Center (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

37-1035 Consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-1036 Authorize Settlement Agreement and Release of Claims; Wiggins (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-1037 Transfer funds from District 2 Discretionary Account to Parks & Recreation-Springhill Gymnasium to assist with a funeral reception (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-1038 Transfer funds from District 3 discretionary account to Treasury Department to assist with the Parade of 3s (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

09-1039 Transfer funds from District 6 discretionary funds to Parks & Recreation-Medal of Honor Park to assist with the inflatable event (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

31-1040 Authorize the Mayor to apply, accept and receive a grant from Alabama Industrial Access Road and Bridge Corporation in support of the access road for the North Brookley expansion site; \$3,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

37-1041 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Charlene's Place; 5441 Hwy. 90 West (sponsored by Councilmember Reynolds).

40-1042 Declare the structure at 110 Hyland Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-1043 Declare the structure at 1258 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1044 Declare the structure at 265 Cuba Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1045 Declare the structure at 1303 East Gulf Field Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-1046 Declare the structure at 1401 Vega Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-1047 Declare the structure at 801 East I-65 Service Road South a public nuisance and order it demolished (sponsored by Councilmember Daves).

58-1048 Assess costs for removal of weeds, Repeat Weed Lien Group 90.

60-1049 Determine an appropriation to Mobile Bay Area Veterans Commission serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

03-1059 Re-appoint Barja Wilson to the Architectural Review Board (sponsored by Mayor Stimpson).

16. RESOLUTIONS BEING INTRODUCED

01-1050 Authorize Agreement with Neel-Schaffer, Inc. for construction, engineering, and inspection services for the Innovating St Louis Street project; \$1,870,132.75 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

01-1051 Authorize Independent Contractor Services Agreement with Thompson Engineering, Inc. to provide engineering and project management support for various City projects; \$421,789.92 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

08-1052 Approve purchase order to B & L Cable Construction, LLC for fiber optic conduit for Dotch Community Center; \$19,948.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1053 Approve purchase order to VES Specialists for rollup door for Fire Station #7; \$31,960.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1054 Approve purchase order to Vulcan, Inc. for sign posts for Traffic Engineering; \$60,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1055 Transfer funds from the Capital Improvement Fund Project #E0034, to the Motor Pool Fund for vehicle purchases; \$75,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

60-1056 Authorize the Settlement Agreement and Release of Claims; Howard Estate (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-1057 Call for public hearing to consider the modification of a previously approved Planning Approval for property located at 3610 and 3720 Michael Boulevard (scheduled for September 9, 2025) (District 5).

41-1058 Call for public hearing to consider the modification of a previously approved Planned Unit Development for property located at 3610 and 3720 Michael Boulevard (scheduled for September 9, 2025) (District 5).

18. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Francesca Marconi

PLEASE PRINT ALL INFORMATION

Home Phone Number: 630-750-3434 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 103 Jewel Circle, Daphne AL 36526

Telephone No. _____ E-mail address francescamarconi43@yahoo.com

Location or address of event where amplification will be used:

Bragg Mitchell Mansion 1906 SpringHill Ave Mobile, AL 36607

Date of Event: Saturday 10/25/2025 Starting Time: 4:00pm Ending Time 12:00am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Calandra K. Peterson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514211060 Cell Number: 2514211060

Organization (if applicable) _____

Mailing Address of Applicant 6665 Timbers Dr

Telephone No. 2514211060 E-mail address calandrapeterson@yahoo.com

Location or address of event where amplification will be used:

Spanish Plaza 401 Government St Mobile 36602

Date of Event: 08/08/2025 Starting Time: 4PM Ending Time 9PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family reunion Meet & Greet

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

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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: Calandra K. Peterson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514211060 Cell Number: 2514211060

Organization (if applicable) _____

Mailing Address of Applicant 6665 Timbers Dr

Telephone No. 2514211060 E-mail address calandrapeterson@yahoo.com

Location or address of event where amplification will be used:

MAMGA Den 305 MAMGA Dr, Mobile 36603

Date of Event: 08/09/2025 Starting Time: 8AM Ending Time 11AM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family reunion Meet & Greet

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

Music containing obscene language or profanity is prohibited

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P. O. Box 1827 Mobile, AL 36633
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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: DAVID HYLAND (DEVELOPMENT DIRECTOR)
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.476.6335 Cell Number: _____

Organization (if applicable) LITTLE SISTERS OF THE POOR

Mailing Address of Applicant 1655 MCGILL AVE MOBILE, AL 36604

Telephone No. 251.476.6335 E-mail address devmobile@littlesistersofthepoor.org

Location or address of event where amplification will be used:

1655 MCGILL AVE, MOBILE, AL 36604

Date of Event: 10/19/25 Starting Time: 10:00 AM Ending Time 4:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 54th ANNUAL LITTLE SISTERS OF THE POOR LAWN PARTY

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

Music containing obscene language or profanity is prohibited

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



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: FORRESS RAYFORD

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-605-7921 Cell Number: 251-605-7921

Organization (if applicable) INFANT MYSTICS

Mailing Address of Applicant 521 RIDGELAWN DR. W.

Telephone No. 251-605-7921 E-mail address secretary@infantmystics.com

Location or address of event where amplification will be used:

911 DAUPHIN ST., MOBILE, AL. 36604

Date of Event: 02/16/2025 Starting Time: 5:00pm Ending Time 1:00AM

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

Type of Event: MARDI GRAS BALL

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, July 29, 2025 4:30:35 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, July 29, 2025 4:29 PM
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: Laurie Hunter
Date To Address Council: 2025-08-05
Address: 350 Bloodgood St Apt 259
Email: lhunter50@gmail.com
Phone: 2513213663
Subject And Specific Questions: Mobile Housing Authority Board of Commissioner Appointments
Pertain To City Business: The City's appointing and approval of MHA Commissioners authority
Signature: Laurie Hunter
Signature Verify: X
Agree: X
Date Submitted: 2025-07-29 16:29:26

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, July 31, 2025 10:20:53 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, July 31, 2025 10:06 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: Robert e Clopton
Date To Address Council: 2025-08-05
Address: 2612 Charlotte Oaks Dr.
Email: robertcloptonsr@gmail.com
Phone: 3865893145
Subject And Specific Questions: I would like to address the City Council on the alleged cutting/eliminating WAVE routes that serve those that need transportation the most.
Pertain To City Business: It pertains to City business because the one's most affected by the reported changes are citizens of Mobile and their voices need to be heard.
Signature: Robert E. Clopton Sr.
Signature Verify: X
Agree: X
Date Submitted: 2025-07-31 10:06:01

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, July 31, 2025 2:03:03 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, July 31, 2025 1:59 PM
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: Juree Hall
Date To Address Council: 2025-08-05
Address: Mobile Public Library
Email: jhall@mplonline.org
Phone: 4044016480
Subject And Specific Questions: Library Services at Theodore Public Library
Pertain To City Business: Residents have been impacted by lack of services due to facilities maintenance issues. Services are being restored on Monday, August 4th.
Signature: Juree Hall
Signature Verify: X
Agree: X
Date Submitted: 2025-07-31 13:59:36

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

**AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF**

Sponsored by Mayor, William S. Stimpson and Council Member, William Carroll

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property parcels commonly known as key numbers 2111869 and 4007018 more particularly described as Parcel A and Parcel B in Exhibit A attached hereto and made a part hereof by reference are not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to Mobile Area Mardi Gras Association, a nonprofit organization.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

EXHIBIT A

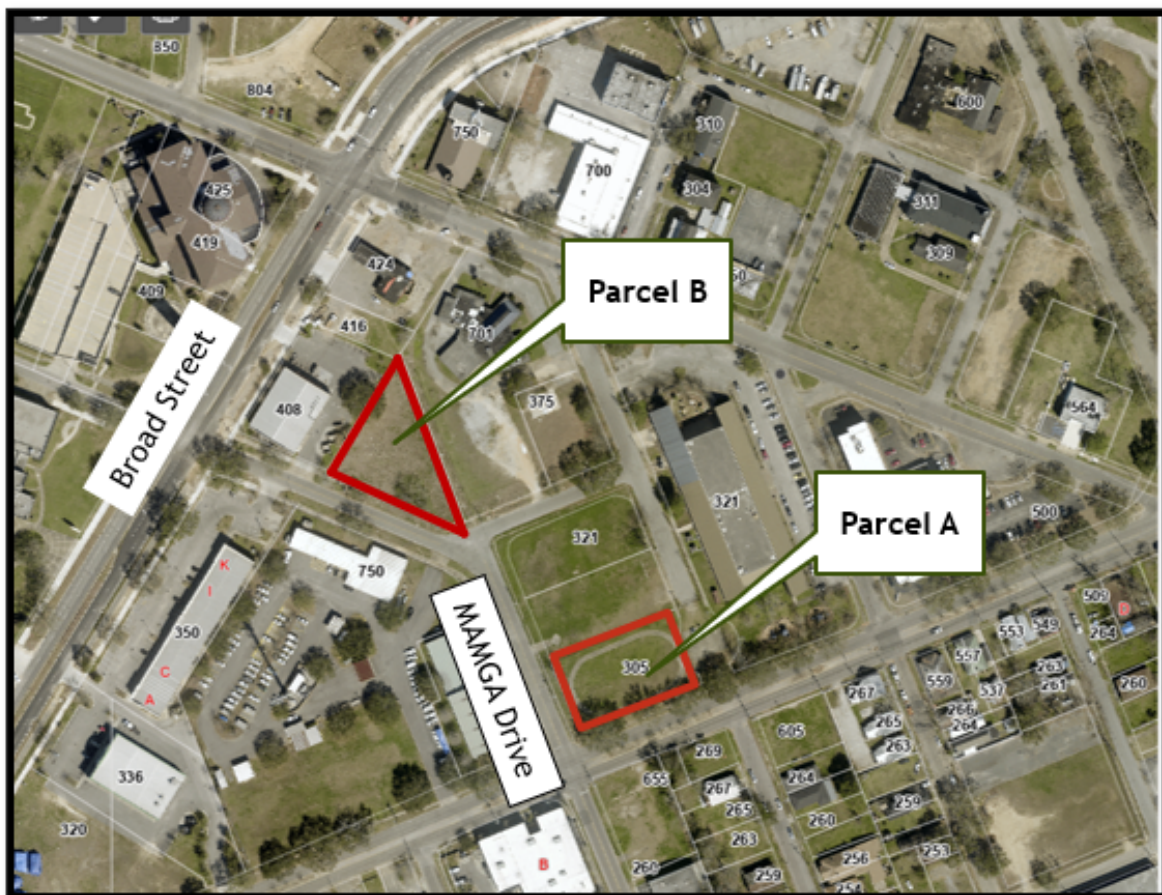
Location: key numbers Parcel A as 2111869 and Parcel B as 4007018.

Parcel A as described in instrument number 2020012077:

COMMENCING AT THE NORTHWEST CORNER OF ADAMS STREET AND DEARBORN STREET THEN RUN SOUTHWESTERLY ALONG THE NORTHERN RIGHT OF WAY OF ADAMS STREET 242.07 FT TO THE POINT OF BEGINNING. RUN NORTHWESTERLY 275 FT THEN SOUTHWESTERLY 210 FT(S) THEN SOUTHEASTERLY 205 FT(S) THEN RUN 31 FT ALONG A CURVE TO THE LEFT TO THE POINT OF BEGINNING.

Parcel B as described in book and page 1442-0297:

LOT 4 BLK 21-D, ACCORDING TO THE RESUB OF BLK 21-D, THIRD UNIT WATER STREET AREA URBAN RENEWAL PROJECT ALABAMA R-34 SUBDIVISION RECORDED IN MAP 24 PAGE 61.



ROUTING FORM: AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

- 1. DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
- 2. SELL REAL PROPERTY TO MOBILE AREA MARDI GRAS ASSOCIATION**

I. Property Address: 305 Dearborn St. N Key ID 2111869 -PARCEL A
City Council District; Zoning: District 2, Councilmember: William Carroll; R-B
Sale or Lease: Sale of Vacant Land for Public Purpose

II. Acquisitions by City:

- How Mobile Housing Board
- When: 12/10/1974
- Special Circumstances (if applicable):

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: 305 Dearborn St. N Key ID 2111869 -PARCEL A
- City Council District and Zoning: District 2, William Carroll, Zoning R-B (Residential Business)
- Sale or Lease: Sale
- Buyer or Lessee: Mobile Area Mardi Gras Association
- II. Date of City Council Resolution Assenting to Sale or Lease: Sale
- III. Advertisements: N/A
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- V. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- VI. Method of Sale:
- Sale by Realtor Request for Proposals
- Request for Bids Negotiation
- Exchange (explain, including Party, Property)
- Adjacent Property Owner / Sidelot
- X Sale for Less than Fair Market Value: X Public Purpose (see V below)
- Other: See Item # III above
- VII. Fair Market Value: \$ 124,300.00 2024 Tax Assessor Appraised Value
- How Determined: MAI Appraisal; Date of Appraisal _____
- Appraisal ordered by: CITY or ☐ PURCHASER
- X Tax Assessor
- Broker's Letter of Value
- Other; _____
- VIII. Sale/Lease for Public Purpose identified:
- Non-profit (name & purpose) _____
- Public Entity (name & purpose) _____
- VIV. Notice given to adjacent property owners: Yes No – N/A
- If yes, date of notice: _____
- X. Competing offers: Yes; (Explain) N/A

ROUTING FORM: AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

- 1. DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
- 2. SELL REAL PROPERTY TO MOBILE AREA MARDI GRAS ASSOCIATION**

I. Property Address: ___ Vacant Land located on Lyons Street Key ID 4007018-PARCEL B
City Council District; Zoning: Dist 2, William Carroll, T4 – Mixed use district low intensity
Sale or Lease: _____ Sale of Vacant Land for Public Purpose _____

II. Acquisitions by City:

- How _____ Taylor H Hodge, Sr _____
- When: _____ 12/01/2020 _____
- Special Circumstances (if applicable): _____

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: Vacant Land located on Lyons Street Key ID 4007018-PARCEL B
City Council District and Zoning: District 2, William Carroll, T4 – Mixed use district low intensity
Sale or Lease: Sale
Buyer or Lessee: Mobile Area Mardi Gras Association
- II. Date of City Council Resolution Assenting to Sale or Lease: Sale
- III. Advertisements: N/A
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- IV. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- V. Method of Sale:
- Sale by Realtor Request for Proposals
 Request for Bids Negotiation
 Exchange (explain, including Party, Property) _____
 Adjacent Property Owner / Sidelot
 x Sale for Less than Fair Market Value: x Public Purpose (see V below)
 Other: See Item # III above
- VI. Fair Market Value: \$ 130,800 2024 Tax Assessor Appraised Value
How Determined: MAI Appraisal; Date of Appraisal _____
- Appraisal ordered by: CITY or ☐ PURCHASER
 x Tax Assessor
 Broker's Letter of Value
 Other; _____
- VII. Sale/Lease for Public Purpose identified:
- X Non-profit (name & purpose) Mobile Area Mardi Gras Assoc.

 Public Entity (name & purpose) _____

- VIII. Notice given to adjacent property owners: Yes No -N/A
If yes, date of notice: _____
- VIV. Competing offers: Yes; (Explain) N/A

STATE OF ALABAMA

COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the Effective Date, July 25th 2025, as hereinafter defined, by and between THE CITY OF MOBILE, an Alabama municipal corporation (hereinafter referred to as "Seller" or "City") and MAMGA Nineteen Thirty-Eight Legacy Corporation, a nonprofit organization, (hereinafter referred to as "Purchaser").

BACKGROUND:

WHEREAS, Seller is the fee owner of approximately two undeveloped real property parcels commonly known as key numbers 2111869 and 4007018 more particularly described as Parcel A and Parcel B in **Exhibit A** attached hereto and made a part hereof by reference ("Property");

WHEREAS, Seller has never utilized the Property and is currently not utilizing the Property;

WHEREAS, this agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement;

WHEREAS, Seller has determined that because Purchaser's ownership of adjoining parcels and their proposed use of the Property to develop a community campus; and, Seller desires to sell the Property to Purchaser for \$1.00 subject to the condition that Purchaser agrees to use the Property to serve the community for the duration of Purchaser's ownership of the Property; and

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed pursuant hereto.

2. **Purchase Price.** The purchase price (the "Purchase Price") for the Property shall be One and No/100 Dollars (\$1.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein. Purchaser's obligation to close is not contingent on obtaining financing.
3. **Earnest Money.** There shall be no payment of money by Purchaser to Seller prior to Closing ("Earnest Money").
4. **Survey and Title.**
 - 4.1. **Survey.** Seller is not providing a survey. Purchaser may, at Purchaser's sole cost and expense, obtain a new and/or updated survey certified by a registered surveyor (the "New Survey").
 - 4.2. **Seller's Title.** At the Closing, Seller shall convey with Insurable Fee Simple Title to the Property by Statutory Warranty Deed to Purchaser, subject only to the following exceptions (herein referred to as the "Permitted Exceptions"):
 - (i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
 - (ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Property;
 - (iii) ad valorem taxes for the year of closing which shall be prorated at closing;
 - (iv) easements for public or private utilities and/or roadways of record or in place;
 - (v) all other matters relating to the Property recorded in the land records of Mobile County, Alabama or otherwise discoverable during physical inspection of the Property; and
 - (vi) all matters disclosed by any New Survey and any exceptions set forth on the Title Commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with Section 4.3. "Insurable Fee Simple Title," as used in this Agreement, shall mean such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.
 - 4.3. **Title Objections.** On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's sole expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B in the amount of the Purchase Price (the "Title Commitment") subject, however, to the Permitted Exceptions, but without exception as to mechanics or similar liens, and free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within five (5) days of receipt by Purchaser of the Title Commitment (and copies of all recorded instruments affecting the Property) and the New Survey (if obtained by Purchaser pursuant to Section 4.1), Purchaser shall advise Seller in writing of any objections to the Title Commitment and/or the New Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the New Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have five (5) days after the receipt of such statement of objections ("Cure Notice Period") in which to notify Purchaser as to whether it will cure or

remove such objections, Seller having no obligation to do so, and Seller's failure to provide such notice within the Cure Notice Period shall be deemed to Seller's decision not to cure. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the earlier of (i) Purchaser's receipt of Seller's notice regarding cure or (ii) expiration of the Cure Notice Period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative by written notice to Seller within such ten (10) day period shall be deemed an election to waive such objections.

Purchaser shall have the right to object to any title issues or survey matters first occurring after the date of the Title Commitment or the New Survey (each a "New Encumbrance") by giving written notice of the New Encumbrance to which Purchaser is objecting at any time prior to Closing, but not later than three (3) business days after discovery of the same. If Purchaser does not object to any New Encumbrance by giving timely written notice as herein provided, such New Encumbrance shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any New Encumbrance as herein provided, the provisions of this Section 4.3 shall apply with respect thereto as if set forth herein in full. If the Seller elects to cure and provides notice thereof within Seller's Cure Notice Period, but after the deadline for Closing provided in Section 8.1, then the Closing shall occur within fifteen (15) days after the expiration of said Cure Notice Period.

- 4.4. Inspection Period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's review and inspection of the Property, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this Section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending at 5:00 P.M. Central Time on the date that is fifteen (15) days following the Effective Date (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller receives express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:
- 5.1. **Title.** Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.
- 5.2. **Authority.** Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:
- (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;
 - (ii) the individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing;
 - (iii) the execution of every document delivered by Seller pursuant to this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:
 - a. constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;
 - b. constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;
 - c. cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,
 - d. violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.
- 5.3. **Pending Litigation.** Seller has received no written notice of any claims, actions, lawsuits, or proceedings involving the Property.
- 5.4. **Tenants.** There are no current leases or tenants.
- 5.5. **Management Contracts.** There are no management arrangements or service contracts respecting the Property.
- 5.6. **Environmental Matters.** Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, authorized or allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.
- 5.7. **Property Conditions.** Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

- 5.8. No Other Representations. Except as expressly provided in this Agreement or the Statutory Warranty Deed, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Purchaser shall be responsible for obtaining any zoning and/or permit approvals necessary for Purchaser's development and use of the Property. The City does not represent that the Property is or can be zoned for the proposed use.
6. Purchaser's Representations. Purchaser represents and warrants that: (i) Purchaser is as 501(c)(3) non-profit corporation authorized to operate in the State of Alabama; (ii) Purchaser has taken all necessary actions to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform this Agreement and the transaction contemplated hereby; (iii) the execution and delivery of this Agreement does not conflict with any law or regulation to which Purchaser is subject or any agreement to which Purchaser is a party.
7. Closing Conditions. Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 7.1 through 7.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing within the applicable time period, or prior to Closing if no required time period, that same are not satisfied, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.
- 7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a title policy pursuant to the Title Commitment ("Title Policy").
- 7.2. Property Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period.
- 7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the date of Closing, as may be extended pursuant to Section 4.

8. Closing.

8.1 Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the "Closing") shall occur no later than fifteen (15) days after end of the Inspection Period, with Pierce Ledyard, PC located at 3801 Airport Blvd., Mobile, AL 36608 ("Escrow Agent").

8.2 Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the Property in the manner provided in Section 2 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

- 8.2.1 A duly executed closing statement itemizing all credits between Seller and Purchaser;
- 8.2.2 A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the date of Closing without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);
- 8.2.3 A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;
- 8.2.4 A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;
- 8.2.5 Physical possession of all the Property; and
- 8.2.6 Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3 Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

- 8.3.1 Real estate taxes which are due and payable during the calendar year in which the closing occurs shall be prorated between the parties. The proration of real estate taxes shall be based upon the number of days in the calendar year in which the Closing occurs, namely, on a per diem basis. If the actual amount of real estate taxes is not known at the time of the Closing, then the parties shall adjust the taxes based on the actual amount of real estate taxes for the prior year. Such prorations as described herein shall be re-adjusted by the parties as soon as the actual amount of taxes due and payable in the year in which the Closing occurs is known, upon presentation of reasonable evidence thereof. This provision shall survive delivery of the Deed.
- 8.3.2 Seller shall pay any fees and expenses of the Seller's Escrow Agent for preparation of the Statutory Warranty Deed, and expenses for services rendered by Seller's expenses for

services rendered by accountants, appraisers, architects, attorneys, consultants, contractors, or engineers. Purchaser shall pay the fees and expenses of Purchaser's attorneys, accountants, appraisers, architects, attorneys, consultants, contractors, or engineers, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

8.3.3 Purchaser shall present the Statutory Warranty Deed to the Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

8.3.4 Condemnation. In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

9. Brokers. Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

10. Default.

10.1 Seller's Default.

10.1.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

10.1.2 As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 10.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

10.2 Purchaser's Default.

10.2.1 If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it

shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

10.2.2 As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non- performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

11. **Assignment of Agreement.** This Agreement is not assignable.

12. **Time of Essence.** Time is of the essence hereof.

13. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

- (i) by United States registered or certified mail, return receipt requested, postage prepaid,
- (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts,
- (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail; or
- (iv) by e-mail and deemed received upon receipt so long as the same is sent on the same day by a reputable overnight delivery service. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:

The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633-1827

Copy to:

The City of Mobile
City Attorney
Post Office Box 1827
Mobile, AL 36633-1827

Purchaser:

MAMGA Nineteen Thirty-Eight Legacy Corporation
a nonprofit organization
305 North Washington Avenue
Mobile, AL 36603

14. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.
15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.
17. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.
18. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday (as set forth in 5. U.S. Code § 6103), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.
19. **Effective Date.** This Agreement shall be effective as the day on which both parties have executed an identical counterpart of this Agreement, as indicated by the dates next to each party's signature (the "Effective Date").
20. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.
21. **Immigration.** 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.

22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect any commission payable to any real estate agent or broker engaged by Purchaser and any and all claims, damages, liabilities, 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 Purchaser's breach of this Agreement.

-SIGNATURES TO FOLLOW-

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, an Alabama Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

Date: _____

ATTEST:

City Clerk

PURCHASER:

MAMGA Nineteen Thirty-Eight Legacy Corporation

a nonprofit organization

By: Maynard V. Odom

Name: Maynard V. Odom

Its: President

Date: July 25, 2025

STATE of Alabama

COUNTY of Mobile

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Maynard V. Odom, as President of MAMGA Nineteen Thirty-Eight Legacy Corporation, a nonprofit organization whose name is signed to the foregoing Purchase and Sale Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Agreement, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of July, 2025.

Mary W. Daffin
Notary Public

My Commission Expires: 6/9/29

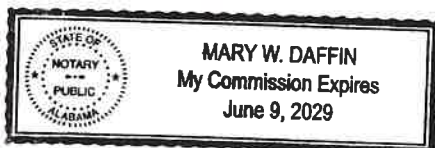


EXHIBIT A

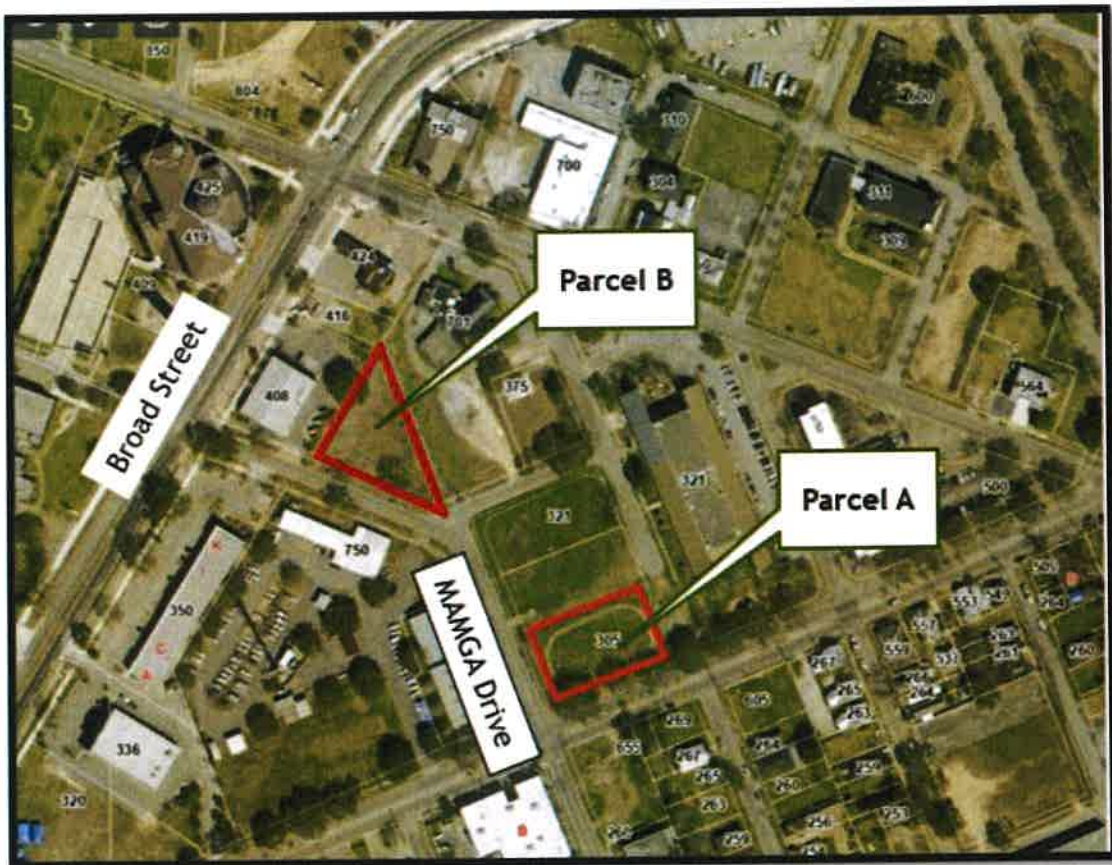
Location: Key numbers Parcel A as 2111869 and Parcel B as 4007018.

Parcel A as described in instrument number 2020012077:

COMMENCING AT THE NORTHWEST CORNER OF ADAMS STREET AND DEARBORN STREET THEN RUN SOUTHWESTERLY ALONG THE NORTHERN RIGHT OF WAY OF ADAMS STREET 242.07 FT TO THE POINT OF BEGINNING. RUN NORTHWESTERLY 275 FT THEN SOUTHWESTERLY 210 FT(S) THEN SOUTHEASTERLY 205 FT(S) THEN RUN 31 FT ALONG A CURVE TO THE LEFT TO THE POINT OF BEGINNING.

Parcel B as described in book and page 1442-0297:

LOT 4 BLK 21-D, ACCORDING TO THE RESUB OF BLK 21-D, THIRD UNIT WATER STREET AREA URBAN RENEWAL PROJECT ALABAMA R-34 SUBDIVISION RECORDED IN MAP 24 PAGE 61.





CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5449

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Dauphin Island Parkway - South Brookley School Demolition

CAPITAL PROJECT #: C0855 (20002000-48010)

CONTRACT AMOUNT: \$347,840.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Demolition of the South Brookley School building in preparation for new Community Center on Dauphin Island Parkway.

VENDOR

NAME: Bienville Construction Services, LLC
VENDOR NUMBER: 299856

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional
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: 07/22/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, 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: Bienville Construction Services, LLC

Project Name: CIP Dauphin Island Parkway -
South Brookley School Demolition

Project Number: PR-002-24

Amount: \$347,840.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Dauphin Island Parkway - South Brookley School Demolition

CAPITAL PROJECT #: C0855 (20002000-48010)

CONTRACT AMOUNT: \$347,840.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Demolition of the South Brookley School building in preparation for new Community Center on Dauphin Island Parkway.

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

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: 07/22/2025

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)

Bienville Construction Services, LLC
250 N. Jackson St #2
Mobile AL 36603
City of Mobile Business License Number: 117291
Secretary of State Registration Number: 000-838-740

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

Dauphin Island Parkway - South Brookley School Demolition
1600 Boykin Boulevard
Mobile, Alabama 36605
PR-002-24
Demolition of Buildings A, C, D, and the shed.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

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.

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 One Hundred Eighty (180) 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 Three Hundred Forty Seven Thousand Eight Hundred Forty and 00/100 (\$347,840.00), subject to additions and deductions as provided in the Contract Documents.

BID ITEM NO. 1001: \$20,000.00
BID ITEM NO. 1002: \$ 35,032.00
BID ITEM NO. 1003: \$9,799.00
BID ITEM NO. 1004: \$25,914.00
BID ITEM NO. 1005: \$2,092.00
BID ITEM NO. 1006: \$5,000.00
BID ITEM NO. 1007: \$2,500.00
BID ITEM NO. 1008: \$1,500.00
BID ITEM NO. 1009: \$3,500.00
BID ITEM NO. 1011: \$15,000.00
BID ITEM NO. 1012: \$7,503.00
Contingency Allowance: \$20,000.00
AMC Contingency Allowance: \$200,000.00
Total Bid: \$347,840.00

Total Contract Sum: \$347,840.00

§ 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: Twenty Thousand and 00/100 (\$ 20,000.00)

AMC Contingency Allowance: Two Hundred Thousand and 00/100 (\$ 200,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

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

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.

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

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

(Table deleted)

F. All allowance draws require a change order signed by City and unused balances must use a deductive change order

§ 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 NO. 1007	LF	\$8.00
UNIT PRICE NO. 1008	AC	\$3,000.00
UNIT PRICE NO. 1009	AC	\$6,000.00
UNIT PRICE NO. 1011	SY	\$125.00
UNIT PRICE NO. 1012	SY	\$125.00

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§ 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)

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.

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§ 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.

§ 5.1.6.4 Before first pay application may be submitted, a superintendent, project manager or other representative of the firm that will be working on the project must complete a City-Provided e-Builder training course per Article 10 Use Of City Project Management Software (E-Builder).

§ 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 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 Bienville Construction Services, LLC has completed the contract for Dauphin Island Parkway - South Brookley School Demolition 1600 Boykin Boulevard Mobile, Alabama 36605 PR-002-24. 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.

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ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, Architectural Engineering
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Phillip DeKeyser
250 N Jackson St. #2
Mobile AL, 36603
phillip@bienvillecs.com
251-220-4406

§ 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

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- .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, 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 |
- .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. |

- .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 Contract 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 |

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage. Must follow-form

- .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.~~

No BUILDER'S RISK POLY INCLUDED. 7.7.2025

- 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.

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- .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.
- .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.

Init.

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 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
Sheet 1	ALTA/NSPS Land Title Survey	May 21, 2025
Sheet 2	ALTA/NSPS Land Title Survey	May 21, 2025
C1.0	DEMO SITE PLAN	May 21, 2025
C2.0	BMP DETAILS	May 21, 2025

- .4 Specifications

Init.

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User Notes:

(894326895)

Section	Title	Date
DIVISION 01	GENERAL	May 21, 2025
01100	Definition of Bid Items	May 21, 2025
01 11 00	Summary of Work	May 21, 2025
01 21 00	Allowances	May 21, 2025
01 29 00	Payment Procedures	May 21, 2025
01 31 13	Project Coordination & Schedule	May 21, 2025
01 31 19	Project Meetings	May 21, 2025
01 33 00	Submittals	May 21, 2025
01 35 43	Environmental Procedures	May 21, 2025
01 50 00	Mobilization and Demobilization	May 21, 2025
01 70 00	Contract Closeout	May 21, 2025
DIVISION 02	SITEWORK	May 21, 2025
02 22 40	Fill and Backfill	May 21, 2025
02 41 00	Demolition	May 21, 2025
02 53 00	Topsoil	May 21, 2025
DIVISION 31	EARTHWORK	May 21, 2025
31 00 00	Earthwork	May 21, 2025
31 23 23	Flowable Fill	May 21, 2025
31 25 00	Soil Erosion and Sediment Control	May 21, 2025
DIVISION 32	EXTERIOR IMPROVEMENTS	May 21, 2025
32 31 13	Fencing	May 21, 2025
32 91 13	Ground Prep and Vegetation Establishment	May 21, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	May 28, 2025
Addendum 2	May 29, 2025
Addendum 3	June 4, 2025
Addendum 4	June 7, 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

(Table 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
	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
Section 00700	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.

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

The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Bienville Construction Services, LLC

OWNER (Signature)

(Rows deleted)

William S. Stimpson, Mayor

(Printed name and title)

CONTRACTOR (By Signature)

Phillip DeKeyser, Owner

(Printed name and title)

ATTEST:

City Clerk

STATE OF
COUNTY OF

Alabama
Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Phillip DeKeyser as Owner of Bienville Construction Services, LLC 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 7th day of July, 2025.

NOTARY PUBLIC

My Commission Expires:

8/26/26

Init.

Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:

(Name and location)

Dauphin Island Parkway - South Brookley School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 -
PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Bienville Construction Services, LLC

Signature:

Name
and Title:


Philip P. DeKeyser
Owner

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:

Name

and Title:


Brittany Manna

Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Bond No. 8053942

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

SURETY:

(Name, legal status and principal place of business)

Amerisure Mutual Insurance Company
P.O. Box 9098
Farmington Hills, MI 48333-9098
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Description:

(Name and location)

Dauphin Island Parkway - South Brooke School Demolition - 1600 Boykin Boulevard, Mobile, AL 36605 -
PR-002-24 - Demolition of Buildings A, C, D, and the shed

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$347,840.00 Three Hundred Forty Seven Thousand Eight Hundred Forty Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Bienville Construction Services, LLC

Signature:

Name
and Title:


Philip DeKeyser
Owner

SURETY

Company: (Corporate Seal)

Amerisure Mutual Insurance Company

Signature:

Name
and Title:


Brittany Manna
Attorney-in-Fact



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

McGriff, a Marsh & McLennan Agency LLC Company
2520 Northwinds Parkway, Suite 600
Alpharetta, GA 30009
770-664-6818

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint **Brittany Manna**

8053942

Bienville Construction Services, LLC

City of Mobile

of Michael A. Ito, Senior Vice President Surety, its true and lawful Attorney-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022

RESOLVED that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach thereon the seal of the Company

FURTHER RESOLVED that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically, digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic, digital or facsimile signatures or electronic, digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company



By

Michael A. Ito, Senior Vice President Surety

By

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company

have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of January, 2025

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 1st day of January, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



M. Kenney
M Kenney, Notary Public

I Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____



Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer



June 30, 2025

Phillip DeKeyser
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, AL 36603

Re: Bond Number: 8053942
 Obligee: City of Mobile
 Project: Dauphin Island Parkway- South Brookey School Demolition

Dear Phillip,

We have executed and hereby enclosed one (1) set of Performance & Payment Bonds and Power of Attorney's for the referenced project.

Please note that these Bonds and Power of Attorney's are presently undated. These bond documents should be dated with the *same* date or after the agreement between the Owner, City of Mobile and Bienville Construction Services. The Owner or Owner's representative has our permission to date these Bond documents.

Please advise us of this date as soon as possible.

If you have any questions, or if our office can provide any other documents, please let us know.

Sincerely,

A handwritten signature in blue ink that reads 'Brittany Manna'.

Brittany Manna
Senior Surety Account Manager

Enclosures



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: Arctique.kidd@cityofmobile.org
251.208.7887
205 Government Street, 5th Floor

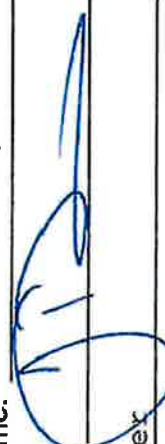
Section I. Information about your company

FORM 1: Background and Plan

Company	Bienville Construction Services, LLC
Address	
Telephone	250 N Jackson St. #2 Mobile AL, 36603
E-Mail	251-220-4406 josh@bienvilles.com

RFP/RFQ Solicitation Number	PR-002-24
Project Description	DIP Community Center South Brookley School Demolition
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ⁴ Female ³ Minority Non-minority SDVO
Total #of Employees	⁷

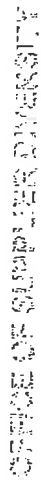
Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joshua Dindo
Signature:  Date: 06/11/2025
Title: Owner

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: Phillip DeKeyser Title: Owner
Email: phillip@bienvilles.com Phone: 251-220-4406
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Bienville Construction Services, LLC

Please Print Company _____ Your Bid/Proposal Amount \$ 347,840.00

Date:

Description	
6	11 / 2025

Name of Bidder/Proposer: TOSHUA D, NDOO

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: Bienville Construction Services, LLC

Contact Person: Phillip DeKeyser

Phone 251-220-4406

Email phillip@bienvilles.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.
Yes		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
Yes		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.
Yes		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.
Yes		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.)
Yes	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

Yes		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
Yes		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.
Yes		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.

SELF PERFORMING MAJORITY OF WORK

____ 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



Bienville Construction Services, L L C	
Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2642494

Approved by:

Employer Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	Title
Signature Electronically Signed	Date 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2025



Company ID Number: 2642494

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



BIENCON-02

ETESNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Crystal Kent		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS: crystal@thamesbatre.com		
INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Monroe Guaranty Insurance Company		32506
	INSURER B : Safety National Casualty Corp.		15105
	INSURER C : Underwriters at Lloyd's,		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CPP100099779	3/16/2025	3/16/2026	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 EMPLOYMENT PRAC \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB100099780	3/16/2025	3/16/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SP4067497	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili			ANE4815294.25	5/5/2025	5/5/2026	E&O \$ 1,000,000
A	Equipment Floater			CPP100099779	3/16/2025	3/16/2026	Deductible \$2,500 \$ 100,000

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

Project #PR-002-24: Dauphin Island Parkway - South Brookley School Demolition

Workers Compensation is through Alabama Home Builders Self Insurers Fund

Policy Number: 38138-00

Policy Term: 01/01/2025 - 01/01/2026

Limits: \$1,000,000

Officers Josh Dindo & Phillip Dekeyser are excluded from coverage.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO 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



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:

Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

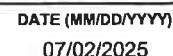
Umbrella/Excess Liability:

Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.





CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

C#5452

PROJECT NAME: **CIP MFRD NEW FIRE STATION #19**

CAPITAL PROJECT #: **C0915 (20002000-48010)**

CONTRACT AMOUNT: **\$4,490,000.00** DATE OF
RECEIPT: **7/23/2025**

ARCHITECTURAL ENGINEERING PROJECT #: **FD-032-24**

PROJECT DESCRIPTION: **Construct a new 3 bay fire station with associated support spaces**

VENDOR NAME: **Harris Contracting Services**

VENDOR NUMBER: **293714**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL
ENGINEERING**

CONTRACT ADMINISTRATOR: **Carleen Stout (Director of REAM)**

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

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: **07/23/2025**

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

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: Harris Contracting Services

Project Name: CIP MFRD NEW FIRE STATION #19

Project Number: FD-032-24

Amount: \$4,490,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP MFRD NEW FIRE STATION #19**

CAPITAL PROJECT #: **C0915 (20002000-48010)**

CONTRACT AMOUNT: **\$4,490,000.00** DATE OF RECEIPT: _____

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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: **07/23/2025**

 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 2025

BETWEEN the Owner:

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

and the Contractor:

Harris Contracting Services
5413 Lott Rd
Eight Mile, Alabama 36613
City of Mobile Business License Number:
Secretary of State Registration Number: 2200913

for the following Project:

City of Mobile Fire Station No. 19
1309 Azalea Road
Mobile, Alabama 36693
Project Number FD-032-24 (C0915)

Scope: Construct a new 3 bay fire station with associated support spaces.

The Architect:

Forrest Daniell & Associates, P.C.
8007 American Way
Daphne, Alabama 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

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:

☒ A date set forth in a notice to proceed issued by the Owner.

§ 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:

☒ Not later than Four Hundred Twenty-Five (425) calendar days from the date of 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.

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 Four Million, Four Hundred Ninety Thousand and 00/100 (\$ 4,490,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$4,325,000.00
Allowances:	\$135,000.00
Total Bid:	\$4,460,000.00

Alternate: \$30,000.00
Total Contract Sum: \$4,490,000.00

§ 4.2 Alternates

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

<u>Item</u>	<u>Price</u>
1. 150 LF Cured-in-place pipe lining	\$30,000.00

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

<u>Item</u>	<u>Price</u>
1. Security Cameras, Access Control, and Altering Allowance	\$110,000.00
2. Tree and Shrub Allowance	\$25,000.00

- 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 procurement of 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:

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
None		

§ 4.5 Liquidated damages, if any:

A time charge equal to Six Hundred Fifty and 00/100 Dollars (\$650.00) 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.

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 Thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the 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:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 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:

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

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

§ 5.1.8 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 notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that <contractor name> has completed the contract for <project number, project name, project address> 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.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision

Maker.

Volkert, Inc., Program Manager

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Director, Real Estate and Asset Management
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

Brian Harris, President
5413 Lott Rd
Eight Mile, Alabama

§ 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:
 - 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
- .8 Umbrella/Excess Liability: \$5,000,000 combined single limit each
occurrence for bodily injury and/or property
damage and must follow-form
- .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.
- .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.
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 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
- .2 AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.
- .3 Drawings - As provided in the Mobile Fire Station No. 19 Plan Set and Project Manual dated February 28, 2025 and Addenda 1 through 6.
- .4 Specifications - As provided in the Mobile Fire Station No. 19 Plan Set and Project Manual dated February 28, 2025 and Addenda 1 through 6.
- .5 Addenda:

Number	Date
1	June 16, 2025.
2	June 26, 2025.
3	June 30, 2025.
4	July 1, 2025.
5	July 9, 2025
6	July 14, 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.

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
None			
§ 9.2.1	Other documents, if any, listed below:		
	None		
§ 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, <i>inter alia</i> , that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.		
§ 9.2.4	By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.		
§ 9.2.5	Public Contracts with Entities Engaging in certain Boycott Activities: By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.		
§ 9.2.6	Severability Clause: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.		
§ 9.2.7	Non-Agency Clause: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.		

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

- § 10.1 The City of Mobile utilizes e-Builder, a cloud-based Construction Project Management Information System (PMIS) that streamlines every aspect of construction projects, including planning, estimating, document control, construction, and closeout.

The Contractor shall participate in a City-provided training session on the use of e-Builder. This training is mandatory for all personnel responsible for submitting schedules, pay applications, submittals, Requests for Information (RFIs), and other project-related documentation through the e-Builder platform. Training will be provided by the City at no cost to the Contractor. Failure to complete the required training may be considered a material breach of this Agreement, and may delay processing of project documentation.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

Brian Harris, President

(Printed name and title)

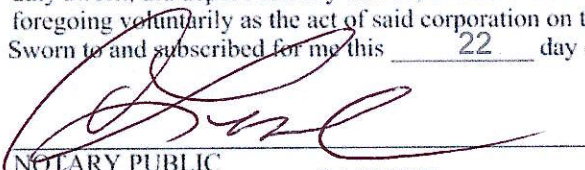
ATTEST:

City Clerk

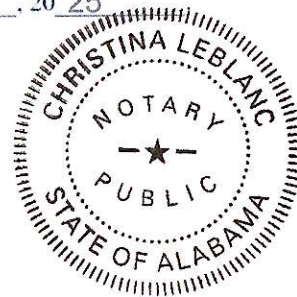
STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Brian Harris as President of Harris Contracting Services** 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 22 day of July, 20 25



NOTARY PUBLIC
My Commission Expires: 04/07/27





AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

MOBILE FIRE STATION NO. 19
1309 Azalea Road
Mobile, Alabama 36693
Project Number FD-032-24 (C0915)

THE OWNER:

CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

THE ARCHITECT:

(Name, legal status and address)

FORREST DANIELL & ASSOCIATES, P.C.
8007 American Way
Daphne, Alabama 36526

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14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 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.

§ 3.4 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.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure **City of Mobile building permit without cost, and shall secure and pay for** other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 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.

§ 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative until the date the Architect issues the final Certificate for Payment. 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.

§ 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 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation **may** be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to

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.

§ 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed a combined aggregate (15%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) including lower tier subcontractor's markups and mark-up on General Contractor's direct cost (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor 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) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor 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 request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 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.

§ 10.3.3 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.

§ 10.3.4 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.

§ 10.3.5 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.

§ 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.

§ 13.3 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.

§ 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 of termination.

§ ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 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. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.2.7 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.



Company ID Number: 896028



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Harris Contracting Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brian E Harris
Phone Number	2513773132
Fax	
Email	brian@harriscontractingservices.com



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This list represents the first 20 Program Administrators listed for this company.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsible. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

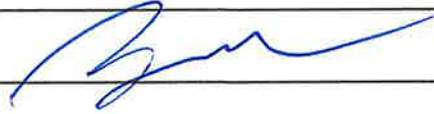
Section I. Information about your company

Company	Harris Contracting Services
Address	5413 Lott Rd Eight Mile, AL 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	Fire Station Building
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ Vets ☒
	Total #of Employees <u>25</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris  Date: 07/01/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Brian Harris Title: President

E-mail: brian@harriscontractingservices.com Phone: 251-377-3132



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount \$ 4,325,000.00 Date: 07 / 01 / 25

Description Fire Station Building

Name of Bidder/Proposer: Harris Contracting Services

I intend to use the following subcontractors: (Attach additional pages if necessary)

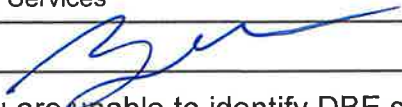
Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
HCL Asphalt	251-375-1128	Asphalt/Striping	60,000	1%	Yes	
Evan and Company	251-633-6840	Erosion Control/seed/hay	10,000		Yes	
Cosatal Concrete	251-634-2400	Concrete	350,000	8%	Yes	
BeeBee	251-943-8166	Termite Control	5,000		Yes	
Superior Masonry	251-452-1361	Brick Work	303,000	7%	Yes	
Structure Rec	205-368-9278	Tables, Furniture	106,000	1.5%	Yes	
GC Spec-L57		Bathroom Access	60,000	1%		



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services

Contact Person: Brian Harris  Phone 251-377-3132 Email brian@harriscontractingservices.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 ALDOT DBE 's
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



Alabama Secretary of State



Harris Contracting Services, Inc.	
Entity ID Number	000-338-516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ \$0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)

[New Search](#)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course ("Golf Course") to include design and construction projects.

Amount of Contract:

\$200,000.00

Funding Source

Capital Projects

ATTACHMENTS:

1. Resolution.Intergovernmental - Cypress Creek Golf Course
2. Intergovernmental Agreement between MCC and City for Cypress Creek Golf Course
3. Capital Summary Sheet - Cypress Creek Golf Course

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 Intergovernmental Agreement between the Mobile County Commission and City of Mobile for the design and construction of the Cypress Creek Golf Course, attached hereto or one worded substantially similar thereto, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR IMPROVEMENTS TO CYPRESS CREEK GOLF COURSE

WHEREAS, Mobile County, Alabama, a body corporate, politic, and a political subdivision of the State of Alabama, pursuant to the Constitution and the laws of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation, organized pursuant to the laws of the State of Alabama, acting by and through its duly authorized Mayor (“City”), enter into this Intergovernmental Agreement for the purposes stated below.

WHEREAS, the County and the City are authorized expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements and the County and the City wish to agree to facilitate certain upgrades and/or improvements to the Cypress Creek Golf Course (“Golf Course”) to include design and construction elements; and

WHEREAS, the City also wishes to provide support and funding as to the County’s efforts and services toward the public Golf Course; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City (“Parties”) enter into the following mutual agreement:

1. That the City shall appropriate to the County the sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) (“Funds”) for which the County shall utilize the Funds solely toward the design and construction of the Golf Course. These appropriation funds shall supplement and not supplant any contribution from the County.

2. That the funds, the amount as referenced in paragraph hereinabove, shall be distributed in a single payment by the City to the County upon joint execution of this Agreement.

3. That the Parties agree the County and City will be appropriately and proportionately represented as contributors/sponsors of the improvements to the Golf Course in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Golf Course is promoted.

4. Any notice to be given hereunder shall be in writing and addressed as follows and delivered via the United States Postal Service, hand delivery, overnight courier or email:

To the County:

E. Edwin Kerr, County Administrator
Mobile County Commission
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644
Eddie.kerr@mobilecountyal.gov

With a copy to:

Jay M. Ross, County Attorney
Mobile County Commission
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644
Jay.ross@arlaw.com

To the City:

William S. Stimpson, Mayor
City of Mobile
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36602

With a copy to:

Lisa Lambert, City Clerk
City of Mobile
Ninth Floor, South Tower
205 Government Street
Mobile, Alabama 36602

5. No amendment shall be effective unless in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cypress Creek Golf Course Improvement

CAPITAL PROJECT # C1039 DATE OF RECEIPT _____

DEPT. PROJECT # _____

PROJECT DESCRIPTION upgrades and/or improvements to the

Cypress Creek Golf Course

CONTRACT AMOUNT \$ 200,000.00

VENDOR NAME Mobile County

VENDOR NUMBER 293992

DEPT # _____ DEPT NAME Capital Improvement Project

CONTRACT ADMINISTRATOR Jasmine Washington

Please Select by circling one (Type):

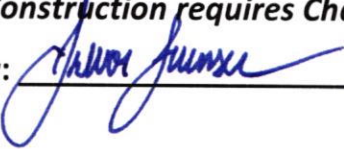
Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by:  Date 7/24/2025

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

To reallocate various Capital Projects, totaling \$670,936.14, in the Convention Center Fund (6080) to Capital Project C1036 Convention Center Capital. (See Attached)



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate various Capital Projects, totaling \$670,936.14, in the Convention Center Fund (6080) to Capital Project C1036 Convention Center Capital. (See Attached)

Amount of Contract:

N/A

Funding Source

Convention Center Funds (Fund 6080)

ATTACHMENTS:

1. RESOLUTION-CONV CTR TRANSFER from Multiple Projects

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE,
ALABAMA, that the sum of \$670,936.14 in the Convention Center Fund (Fund 6080) in the following Capital Projects be reallocated to C1036 Convention Center Capital.

C0261	Conv Center Equipment	493,493.58
C0577	Conv Center Exterior Painting	16,437.64
C0584	Conv Center Replace Marquee	161,004.92

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

To streamline the number of projects by transferring \$294,119.04 from various Convention Center related projects in the Capital Improvement Fund (Fund 2000) to C1036 Convention Center Capital.



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To streamline the number of projects by transferring \$294,119.04 from various Convention Center related projects in the Capital Improvement Fund (Fund 2000) to C1036 Convention Center Capital.

Amount of Contract:

N/A

Funding Source

Capital Improvement Fund (Fund 2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER from Multiple Projects

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$294,119.04 in the Capital Improvement Fund (Fund 2000) in the following Capital Projects be reallocated to C1036 Convention Center Capital.

C0261	Conv Center Equipment	54,702.29
C0894	Conv Center Sheetrock Repairs	59,200.00
C1010	2025 LED Streetlights Conversion	20,256.75
F717-001	Conv Center Mechanical Improv	159,960.00

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

To reallocate \$174,318.13 from Capital Project E0041 Equipment Civic Center in the Capital Improvement Fund (Fund 2000) to Capital Project #C0690 Civic Center Improvements Master Plan.



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To reallocate \$174,318.13 from Capital Project E0041 Equipment Civic Center in the Capital Improvement Fund (Fund 2000) to Capital Project #C0690 Civic Center Improvements Master Plan to streamline the number of Civic Center related Capital Projects.

Amount of Contract:

N/A

Funding Source

Capital Improvements Fund (2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER to Civic Center

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$174,318.13 be reallocated in the Capital Improvement Fund (Fund 2000) from Capital Project **E0041 Equipment Civic Center** to Capital Project #C0690 Civic Center Improvements Master Plan.

This is a housekeeping measure to streamline/reduce the number of Civic Center related Capital Projects.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

c# 5435

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Melton Fire Station Building Envelope & Hvac Improvements

CAPITAL PROJECT #: F317-001 (20002000-48010)

CONTRACT AMOUNT: \$191,131.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-057-24

PROJECT DESCRIPTION: To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

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: **07/01/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

Amount of Contract:

\$191,131.00

Funding Source

F317-001: MELTON FIRE STATION HVAC UPGRADES (20002000-48010)

ATTACHMENTS:

1. FD-057-24_ConPack

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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: Bienville Construction Services, LLC

Project Name: Melton Fire Station
Building Envelope & Hvac Improvements

Project Number: FD-057-24

Amount: \$191,131.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Melton Fire Station Building Envelope & Hvac Improvements

CAPITAL PROJECT #: F317-001 (20002000-48010)

CONTRACT AMOUNT: \$191,131.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-057-24

PROJECT DESCRIPTION: To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation

VENDOR NAME: Bienville Construction Services, LLC

VENDOR NUMBER: 299856

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: 07/01/2025

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
ARCHITECTURAL ENGINEERING DEPARTMENT
P.O. Box 1827
Mobile, Alabama 36633-1827
Contact: David M. Cordingly

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

BIENVILLE CONSTRUCTION SERVICES, LLC
250 North Jackson Street, Unit 2
Mobile, Alabama 36602
Alabama General Contractor Number: 56775
City of Mobile Business License Number: 117291
Secretary of State Registration Number: 000-838-740

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

MELTON FIRE STATION
BUILDING ENVELOPE & HVAC IMPROVEMENTS
57 S Lafayette Street
Mobile, Alabama 36604
City of Mobile Project No.: FD-057-24
To repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation.

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

WATERMARK DESIGN GROUP, LLC
2970 Cottage Hill Road, Suite 200
Mobile, Alabama 36606
Contact: John "Sandy" McArthur, III

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.

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 (See attachment Exhibit A).

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)

Init.

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User Notes:

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 One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$171,131.00

Contingency Allowance: \$ 20,000.00

Total Bid: \$191,131.00

§ 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.)

(Row deleted)

Contingency Allowance	\$20,000.00
-----------------------	-------------

Contingency Allowance:

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- 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)
N/A		

§ 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)

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 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 BIENVILLE CONSTRUCTION SERVICES, LLC has completed the contract for MELTON FIRE STATION BUILDING ENVELOPE & HVAC IMPROVEMENTS (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604. 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 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, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Phillip DeKeyser, Co-Owner
Bienville Construction Services, LLC
250 North Jackson Street, Unit 2
Mobile, Alabama 36602
(251) 220-4406
Email: phillip@bienvillecs.com

§ 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:

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

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- .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.

- .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 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.
 - .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.
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.

.3 Drawings
See Exhibit "B", List of Drawings and Specifications
(Table deleted)
(Paragraph deleted)

.4 Specifications
See Exhibit "B", List of Drawings and Specifications
(Table deleted)

.5 Addenda, if any:

Number	Date
Addendum #1	04/25/2025
Addendum #2	04/30/2025
Addendum #3	05/05/2025

(Paragraphs deleted)

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

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2 Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

(Paragraph deleted)

§ 9.2.1 Other documents, if any, listed below:

(Paragraphs deleted)

(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.)

- Exhibit A – Scope of Work
- Exhibit B – List of Drawings and Specifications
- Exhibit C – Contractor's Bid Proposal Packet
- Exhibit D – Consultant's Award Recommendation

- § 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.

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User Notes:

(1886339378)

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Bienville Construction Services, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Phillip DeKeyser, Co-Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Phillip DeKeyser as Co-Owner of Bienville Construction Services, LLC 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 2ND day of JUNE, 20 25.

NOTARY PUBLIC

My Commission Expires: 8-26-26

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AIA A101 STANDARD FORM OF AGREEMENT

EXHIBIT A – SCOPE OF WORK



Basic Services:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies, and equipment necessary to repair the existing thermal and air pressure barrier that surrounds the structure and existing HVAC system and provide a controlled and deliberate method for bringing in fresh outside air to eliminate condensation at the City of Mobile Melton Fire Station, located at 57 S Lafayette Street, Mobile, AL 36604.

Work includes, but is not limited to, the following:

- Assessment of the existing conditions, floor plan, and requirements of conditioning
- Prepare all permitting documents and acquire all permits required for construction (fees will be paid by the City)
- Demolition of existing ceiling on the first floor.
- Installation of new insulation at underside of second floor metal deck.
- Prep and paint existing structural members including joists and beams.
- Remove and install new insulation at existing ductwork.
- Installation of cement board ceiling at underside of wood trussed rafters.
- Rework of existing shower stall on the second floor.
- Remove existing cast iron sanitary lines and installation of new PVC lines.
- Remove existing pipe insulation full length from outside unit to inside unit and installation of new pipe insulation and exterior stainless steel protective jacket.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the Owner's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by Owner.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.Kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Bienville Construction Services, LLC
Address	250 N. Jackson St. #2 Mobile, AL 36603
Telephone	251.220.4406
E-Mail	phillip@bienvilllecs.com

RFP/RFQ Solicitation Number	FD-057-24
Project Description	Melton Fire Stations Building Envelope and HVAC Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>4</u> Female <u>3</u> Minority _____ Non-minority _____ Vets _____
Total #of Employees <u>7</u>	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Phillip DeKeyser

Signature: [Signature] Date: May 6, 2025

Title: Co-Owner

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: Phillip DeKeyser Title: Co-Owner

E-mail: phillip@bienvilllecs.com



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

FORM 1: Background and Plan

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFC/Bid # FD-057-24 Your Bid/Proposal Amount \$ 191,131

Date: 05 / 07 / 2025

Description	Amount
Melton Fire Station Building Envelope and HVAC Improvements	1,000,000

Name of Bidder/Proposer: Bienville Construction Services

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: Bienville Construction Services, LLC

Contact Person: Phillip DeKeyser Phone 251.220.4406 Email phillip@bienvilllecs.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
Yes		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
Yes		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
Yes		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.
Yes		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.
	No	ADVERTISING: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	No	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
Yes		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Yes	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
Yes	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.
Yes	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.
Yes	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

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

X Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. Reached out to City of Mobile employees
Emailed Plans & Specifications to entire list of DBEs supplied via Addendum 2

Suggestions or comments to improve this program. Provide A Local Database in lieu of Entire State Database



May 30, 2025

Phillip DeKeyser

Re: Bond Number: 8053937
 Obligatee: City of Mobile
 Project: Melton Fire Station

Dear Phillip,

We have executed and hereby enclosed four (4) Performance & Payment Bonds and Power of Attorney's for the referenced project.

Please note that these Bonds and Power of Attorney's are presently undated. These bond documents should be dated with the *same* date or after the agreement between the Owner, City of Mobile and Bienville Construction Services. The Owner or Owner's representative has our permission to date these Bond documents.

Please advise us of this date as soon as possible.

If you have any questions, or if our office can provide any other documents, please let us know.

Sincerely,


Felisa H. Vaughan
Surety Account Manager II

Enclosures

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, BIENVILLE CONSTRUCTION SERVICES, LLC, hereinafter called the Principal, and Amerisure Mutual Insurance Company, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00), 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 Melton Fire Station Building Envelope & HVAC Improvements (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604, 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: Bienville Construction Services, LLC
(Corporate Seal)

By: 
(Signature)
Name and Title: PHILLIP DEKEYSER
CO-OWNER

SURETY
Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: 
(Signature)
Name and Title: Felisa H. Vaughan, Attorney-in-Fact

Resident Agent: 
(Signature)

Name and Title: Mark W. Edwards, II
Company Name: McGriff, a Marsh & McLennan Agency LLC Company
Address: 2211 7th Avenue South
Birmingham, AL 35233
Phone and Fax: 205-581-9427

Owner's Representative: Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond



AMERISURE MUTUAL INSURANCE COMPANY
 AMERISURE INSURANCE COMPANY
 AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8053937

Bienville Construction Services, LLC

City of Mobile Architectural Engineering Department

of McGriff, a Marsh & McLennan Agency, LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023

**Amerisure Mutual Insurance Company
 Amerisure Insurance Company
 Amerisure Partners Insurance Company**

State of Illinois
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 2025.

Christopher M. Spaude
 Christopher M. Spaude, Chief Financial Officer & Treasurer



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, BIENVILLE CONSTRUCTION SERVICES, LLC, as Principal, and Amerisure Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of One Hundred Ninety-One Thousand One Hundred Thirty-One and 00/100 Dollars (\$ 191,131.00) 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 Obligor, 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 Melton Fire Station Building Envelope & HVAC Improvements (FD-057-24), 57 S Lafayette Street, Mobile, Alabama, 36604, 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 Felisa H. Vaughan, 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: Bienville Construction Services, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: Phillip DeKeyser CO-OWNER

Resident Agent: _____

(Signature)

Name and Title: Mark W. Edwards, II

Company Name: McGriff, a Marsh & McLennan Agency LLC Company

Address: 2211 7th Avenue South
Birmingham, AL 35233

Phone and Fax: 205-581-9427

SURETY

Company: Amerisure Mutual Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: Felisa H. Vaughan, Attorney-in-Fact

Owner's Representative: _____

Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454



Labor and Material Payment Bond

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint: **Felisa H. Vaughan**

8053937

Bienville Construction Services, LLC

City of Mobile Architectural Engineering Department

of McGriff, a Marsh & McLennan Agency LLC Company, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this _____ day of _____, 2025.

Christopher M. Spaude, Chief Financial Officer & Treasurer



Company ID Number: 2642494

Approved by:

Employer Bienville Construction Services, LLC	
Name (Please Type or Print) Josh Dindo	Title
Signature Electronically Signed	Date 03/06/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2025



Company ID Number: 2642494

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bienville Construction Services, LLC
Company Facility Address	250 N Jackson St Unit 2 Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	862659859
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Alabama Secretary of State



Bienville Construction Services, L.L.C	
Entity ID Number	000-838-740
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/04/2021
Registered Agent Name	HAGMAIER, JASON
Registered Office Street Address	75 SAINT MICHAEL STREET MOBILE, AL 36602
Registered Office Mailing Address	PO BOX 154 MOBILE, AL 36601
Nature of Business	
Organizers	
Organizer Name	DEKEYSER, PHILLIP A
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
Report Year	2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/04/2021 Certificate of Formation 3 pgs.

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BIENCON-02

NTHIBODEAU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/5/2025

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Noralyn Thibodeau, CISR	
	PHONE (A/C, No, Ext): (251) 643-7036	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: noralyn@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Monroe Guaranty Insurance Company	32506
INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602	INSURER B : Safety National Casualty Corp.	15105
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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 ☐ PROJECT ☐ LOC OTHER:	X	X	CPP100099779	3/16/2025	3/16/2026	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 EMPLOYMENT PRAC \$ 100,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	UMB100099780	3/16/2025	3/16/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	SP4067497	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: FD-057-24: Melton Fire Station Building Envelope & HVAC Improvements

Workers Compensation is through Alabama Home Builders Self Insurers Fund

Policy Number: 38138-00

Policy Term: 01/01/2025 - 01/01/2026

Limits: \$1,000,000

Officers Josh Dindo & Phillip Dekeyser are excluded from coverage.

SEE ATTACHED ACORD 101

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Bienville Construction Services, LLC 250 North Jackson Street, Unit 2 Mobile, AL 36602 Mobile	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

General Liability:

Additional Insured provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Waiver of Subrogation provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Primary & Non-Contributory provisions apply with respect to General Liability, subject to form CGL 084 02 21, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

Contractual Liability provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.
Per Project and Location Aggregate provisions apply with respect to General Liability, subject to form CGL 088 02 21, if required by written contract.

Work Comp:

Waiver of Subrogation applies with respect to Workers Compensation. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a law suit against City of Mobile.

Umbrella/Excess Liability:

Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.

Thirty Day Notice of Cancellation applies with respect to General Liability, subject to policy form(s), if required by written contract.

As stated above: City of Mobile is included as an Additional Insured in respect to General Liability, and Umbrella Liability. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by the Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability, and Workers Compensation/Employer's Liability. Thirty Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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  Heath Parker State Farm 4550 Spring Hill Ave Mobile AL 36608	CONTACT NAME: Haleigh Joyner PHONE (A/C, No, Ext): 251-344-5876 FAX (A/C, No): 251-344-5871 E-MAIL ADDRESS: haleigh.k.joyner.y16i@statefarm.com
INSURED Bienville Construction Services LLC 250 N Jackson St Unit 2 Mobile AL 36603	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25178

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	01-2207	05/22/2025	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Melton Fire Station Building Envelope & HVAC Improvements Project Award Recommendation
Project Number: FD-057-24

City of Mobile is included as an additional insured in respect to automobile 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 automobile liability. 30 day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CAPITAL CONTRACT SUMMARY SHEET

C #5448

CAPITAL CONTRACT SUMMARY SHEET
(2 COPIES REQUIRED)

PROJECT NAME: **City of Mobile Animal Services Facility**

CAPITAL PROJECT #: C1035 (20002000-42200) .

CONTRACT AMOUNT: \$430,632.00 DATE OF RECEIPT:

ARCHITECTURAL ENGINEERING PROJECT #: BG-054-
22

PROJECT DESCRIPTION: To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

VENDOR NAME: Cummings Architecture Corporation

VENDOR
NUMBER: 298216

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Service

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 I Date: **7/17/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Joel Daves, Councilmember

Purpose and Scope of Project:

To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

Amount of Contract:

\$430,632.00

Funding Source

C1035 ANIMAL SHELTER I-65 SERVICE RD. (20002000-42200)

ATTACHMENTS:

1. Cummings Architecture Contract, Project BG-054-22 (C1035) - signed

REVIEWERS:

Lana Gauthier

Lana Gauthier

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: Cummings Architecture Corporation

Project Name: City of Mobile Animal Services Facility

Project Number: BG-054-22

Amount: \$430,632.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: City of Mobile Animal Services FacilityCAPITAL PROJECT #: C1035 (20002000-42200).CONTRACT AMOUNT: \$430,632.00 DATE OF RECEIPT: _____ARCHITECTURAL ENGINEERING PROJECT #: BG-054-22

PROJECT DESCRIPTION: To prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

VENDOR NAME: Cummings Architecture CorporationVENDOR NUMBER: 298216DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERINGCONTRACT 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 I Date: 7/21/2025

 AIA® Document B101® – 2017***Standard Form of Agreement Between Owner and Architect***

AGREEMENT made as of the day of in the year 2025

BETWEEN the Architect's client identified as the Owner:

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

and the Architect:

Cummings Architecture Corporation
One Houston Street
Mobile, Alabama 36606
City of Mobile Business License No.44734
Secretary of State Registration No. 4300

for the following Project:

City of Mobile Animal Services Facility
1668 W I-65 Service Road S
Mobile, Alabama
Project number BG-054-22 (C1035)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 § 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: City of Mobile Animal Services Facility.

§ 1.1.1 The Owner's program for the Project:

As detailed in the Architect's proposal dated July 10, 2025, and included herein as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

As detailed in the Architect's proposal dated July 10, 2025, and included herein as Exhibit A.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's budget for the cost of construction is Eight Million and 00/100 Dollars (\$8,000,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Fifty percent (50%) Design Package – 98 calendar days from the effective date of this Agreement;
One Hundred percent (100%) Design Package – 180 Calendar days from the effective date of this Agreement.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Three Hundred Sixty-Five calendar days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Director, Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

Volkert, Inc., Program Manager

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop North
Suite H
Mobile, Alabama

.2 Other, if any:

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Benjamin Cummings
Cumings Architecture Corporation
One Houston Street
Mobile, Alabama
Email; ben@cummings-architecture.com
Phone; 251-433-9600

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including 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.

4. Excess/Umbrella Liability Insurance

- .1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- .2 Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A and E of the City of Mobile Insurance Requirements attached hereto, 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 date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect

shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services (50% Construction Documents and Cost Estimate)

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of

any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services (100% Construction Documents and 90% Cost Estimate)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner during the procurement phase as detailed in Architect's proposal included herein as Exhibit A.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 The Architect shall assist the Owner in bidding the project by answering bidder questions and assisting with Addenda as detailed in Architect's proposal included herein as Exhibit A. If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare addenda identifying approved substitutions.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall assist with administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering

Department and as detailed in Architect's proposal included herein as Exhibit A.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall 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.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, 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.

§ 3.6.2.3 The Architect shall 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 shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall 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) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule 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.

§ 3.6.4.2 The Architect and the Architect's Consultant shall 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	City
§ 4.1.1.2 Multiple preliminary designs	In accordance with Architect's Proposal
§ 4.1.1.3 Measured drawings	In accordance with Architect's Proposal
§ 4.1.1.4 Existing facilities surveys	City
§ 4.1.1.5 Site evaluation and planning	In accordance with Architect's Proposal
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	In accordance with Architect's Proposal
§ 4.1.1.9 Landscape design	In accordance with Architect's Proposal
§ 4.1.1.10 Architectural interior design	In accordance with Architect's Proposal
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	In accordance with Architect's Proposal
§ 4.1.1.13 On-site project representation	In accordance with Architect's Proposal
§ 4.1.1.14 Conformed documents for construction	In accordance with Architect's Proposal
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	In accordance with Architect's Proposal

§ 4.1.1.22	Security evaluation and planning	City
§ 4.1.1.23	Commissioning	N/A
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	N/A
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Supplemental services indicated above are included in Architect's Specific Services as detailed in Architect's proposal included herein as Exhibit A.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,

- Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction, as required based on progress of the work
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.
- .5 Attend Bi-weekly teleconference progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and/or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation,

prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.2 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.3 Standard of Performance:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.4 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 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a

suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00 .00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00 .00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

A. Basic Services Stipulated Sum:	\$427,132.00
B. Permitting – Land Disturbance Reimbursable Expenses:	\$0.00
C. Survey Reimbursable Expenses:	\$0.00
D. Geo Technical Engineering:	\$0.00
E. Printing Reimbursable Expenses:	\$3,500.00
A. Total Contract Amount: (not to exceed)	\$430,632.00

.2 Percentage Basis

N/A

.3 Other

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

Architect shall be compensated on a monthly progress payment basis for completed work subject to the percentages listed in Section 11.5.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10%), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15%)
Design Development & Construction Documents Phase	Sixty percent (60%)
Procurement Phase	Five percent (5%)
Construction Phase	Twenty percent (20%)
Total Basic Compensation	One hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
Principal Architect	\$250.00
Clerical	\$55.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 11.10 Payments to the Architect

§ 11.10.1 Progress Payments

§ 11.10.1.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable within 30 calendar days.

§ 11.10.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.1.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be provided with any request for reimbursement.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- .1 The Architect and the Architect's Consultants shall assist with Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents and the Architect's proposal included herein as Exhibit A.
- .2 Drawings shall be in AutoCad Version 14 or later or other electronic drafting software approved by the Owner.
- .3 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.
- .4 Time is of the essence in the performance of this Contract. The Architect specifically agrees that the Contract time will begin on the effective date of the Agreement. Architect also agrees no work will begin prior to such date. All work up to and including the 100% design documents and 90% construction estimate shall be completed within 180 calendar days.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Architect's proposal dated July 10, 2025.
- .3 Architect's Subcontracting Plan.

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. 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.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant 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.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 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

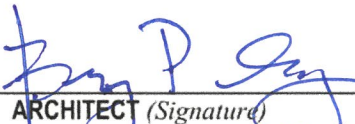
other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

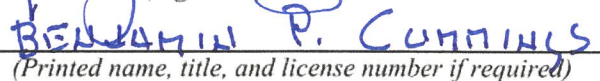
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)



BENJAMIN P. CUMMINS
(Printed name, title, and license number if required)

ARCHITECT # 4300

ATTEST:

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Benjamin P. Cummings as Officer of Cummings Architecture Corporation 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. Sworn to and subscribed for me this 21st day of July, 2025.

Rachel Lott

NOTARY PUBLIC

My Commission Expires: April 14, 2029

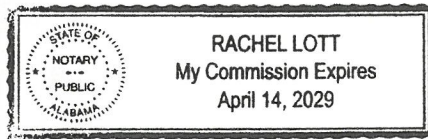


EXHIBIT A

Architect's Proposal



July 10, 2025

TO: Sam Matheny
Volkert, Inc.

RE: **FEE PROPOSAL**
Animal Shelter
1668 W I-65 Service Road S
Mobile, Alabama

SCOPE OF WORK:

The Cummings Architecture Corporation and its consultants will prepare construction documents and perform the standard duties of architects and engineers for alterations to the buildings and site located at 1668 W I-65 Service Road S in Mobile, Alabama. The construction generally includes remodeling the existing two-story building for a new use, demolishing two warehouses, remodeling a large metal building, and altering the site.

The work to each building or space is as follows:

EXISTING TWO-STORY BUILDING

- **GENERAL:** Remodel the interior of the building. The first floor will receive substantial alterations while the second floor will receive minor alterations. The alterations will be loosely based on a schematic plan prepared by the City of Mobile dated May 1, 2025. A copy of the plan is attached to this proposal. The building will contain an animal intake area, a veterinary clinic, pet adoption areas for cats and puppies, and office space.
- A new fire suppression system (sprinkler system) shall be added to the building.
- The large communication and HVAC units behind the building shall be removed. New interior A/C units shall be provided with the new design.
- The building shall be re-roofed.
- The exterior shall be painted.
- A new set of exterior stairs shall be added.
- Additional doors and windows shall be installed in the exterior walls.
- The front façade shall be altered.
- Equipment such as examination tables and kennels shall be furnished as part of the contractor's scope of work. But furniture such as desks and chairs shall not be included.



LARGE METAL BUILDING

- GENERAL: This building shall be remodeled to serve as kennels. Approximately 112 kennels shall be provided.
- Kennel layout will be based on the layout of the over-budget plans. But kennels will be modular cage units in lieu of masonry walls.
- Sections of the floors will have to be cut out and repoured to make the sloped floors and drains for the kennel cages.
- The building shall be ventilated. Ventilation shall be across the building, meaning that the air intake is on one wall and the exhaust is on the opposite wall.
- Construct a small heated and cooled structure within the building to contain toilets, an office, a work area, and washer and dryer.
- Replace damaged metal siding and replace fiberglass skylights with metal roofing.
- Upgrade insulation at roof and walls.
- Building shall be protected with a fire suppression system.

SITEWORK

- Demolish and completely remove two warehouse buildings.
- Provide permanent structural bracing of the party wall between this property and an adjacent warehouse.
- Remove the exterior loading dock.
- Repair damaged areas of the parking lot.
- Remove the northernmost entrance.
- Rebuild the southernmost entrance.
- Provide a covered walkway between the two buildings.
- Create shaded outdoor fenced areas
- Provide privacy fencing
- Remove some trees to improve visibility of building. Provide simple landscaping.

The architectural and engineering services specifically includes and excludes the items listed in "Summary of Services" below.

SUMMARY OF SERVICES:

INCLUDED:

- Architectural Design and Drawings
- Electrical Design and Drawings
- Mechanical Design and Drawings
- Plumbing Design and Drawings
- Civil Design and drawings
- Fire Protection Performance Specifications



- ALDOT application (Assume service road is governed by ALDO.)
- Structural Design and Drawings
- Landscape design
- Hazardous Material Testing and Abatement Specifications
- Camera and access control design similar to that design in the overbudget plans.
- 3D colored rendering of front façade and outdoor shaded fenced areas.
- Material and color selection
- Equipment selection
- Obtain approval from City of Mobile Building and Engineering Department
- Construction cost estimate (Cost estimate to be prepared when drawings are 50% complete and a second estimate to be prepared when the drawings are 90% complete.)
- Minimal involvement during bidding phase. City (or Volkert) to handle the bidding process and furnish the front-end specifications. (Architect will answer questions and issue addenda as needed.)
- Periodic site visits during construction phase
- Submittal review and pay application review.
- Punch List at end of project completion.

NOT INCLUDED:

- Survey (Architect shall be provided with a current electronic topographic survey.)
- Soil Testing (Not needed for this type of project.)
- ADEM application and monitoring (Assumed not needed and the base fee does not include the services. But if determined to be required then a separate fee is provided. See paragraph labeled ADEM APPLICATION AND MONITORING in separate section below.)
- Sign design (Only signage included in design is restrooms signs and room labels or numbers.)
- Furniture, artwork, and decorating items
- Project Advertisement and Bidding of Project
- Prequalification of contractors
- Computer and data design (But will include infrastructure such as conduit and boxes.)
- Contractor Selection/Negotiations
- Contract preparation
- Any special approvals other than the standard building department plan review and that specifically listed above.
- Elevation Certificates or Flood Development Approvals (Assume not in flood zone.)
- Applications to Planning Commission or Board of Adjustments.
- Approval from state agencies other than that specifically listed above.
- Coordination or negotiations with neighbors that may be impacted by construction
- As-Built Plan Preparation



CLARIFICATIONS:

- The storm water design is based on the aerial photo of 1984
- Specifications will be included in the drawings. (A separate booklet will NOT be provided.)
- The moving or altering of overhead utilities will be handled by others.
- Unknown underground features or utilities or unforeseen conditions that must be moved or altered that require A&E services will be billed as additional services.

FEE PROPOSAL:

Work to be performed for a fee plus reimbursable expenses as listed below.

Architectural and Engineering Services:	\$ 427,132
Reimbursable Expenses Estimate:	<u>\$ 3,500</u> (estimate)
TOTAL:	\$ 430,632

LIST OF CONSULTANTS:

Below is a list of consultants that will be used on the project. (List subject to change.)

Civil:	Shumer Consulting, LLC
Structural:	Barton & Edgar Engineering
M.E.P.:	CDC Engineers
Landscape:	Espalier
Interior:	Salt
Cost Estimating:	Thomas Cotton
Hazardous Testing:	Hernandez

ADEM APPLICATION AND MONITORING:

The architect and the civil engineer believe that an ADEM application and ADEM inspections will not be required for this project. However, if it is determined that ADEM application and inspections are required then an amendment to the contract will be required to include those services. A breakdown of the additional fees and expenses is listed below.

ADEM application:	\$ 6,000
ADEM application fee:	\$ 1,662
Site visit and report after rain event:	\$ 500/visit

(Please note it is impossible to determine a fixed cost for the site visits, therefore a per site visit cost is provided. The site visits are required after a rain event. The number of rain events during the course of the construction is impossible to determine.)

**ADDITIONAL SERVICES:**

For additional services requested of this firm beyond the scope as described either an additional fee proposal for each service will be submitted or services will be performed on an hourly basis. If services are to be performed on an hourly basis the following rates shall apply.

Principal:	\$ 250/hr.
Clerical:	\$ 55/hr.
Consultant/Subcontractor:	Fee charged to Architect plus 10%

REIMBURSABLE EXPENSES:

Reimbursable expenses will be billed as follows: Expenses incurred to architect pertaining to project plus a multiplier of 10%. Reimbursable expenses include items such as survey, testing, printing and plotting of drawings, plan review fees, application fees, permitting fees, postage, long distance telephone calls, etc.

BILLING METHOD:

No down payment is required. Invoices are sent at or near the first of the month for work completed or expenses incurred during that billing cycle. Payment is due within 30 days of invoicing. The invoices will be based on Project Phase Percentages as listed below.

PROJECT PHASE PERCENTAGES:

- | | |
|---------------------------|-----|
| • Schematic Design | 15% |
| • Construction Documents | 60% |
| • Bidding and Plan Review | 5% |
| • Construction Phase | 20% |

END OF PROPOSAL:

Signature: _____
Benjamin P. Cummings

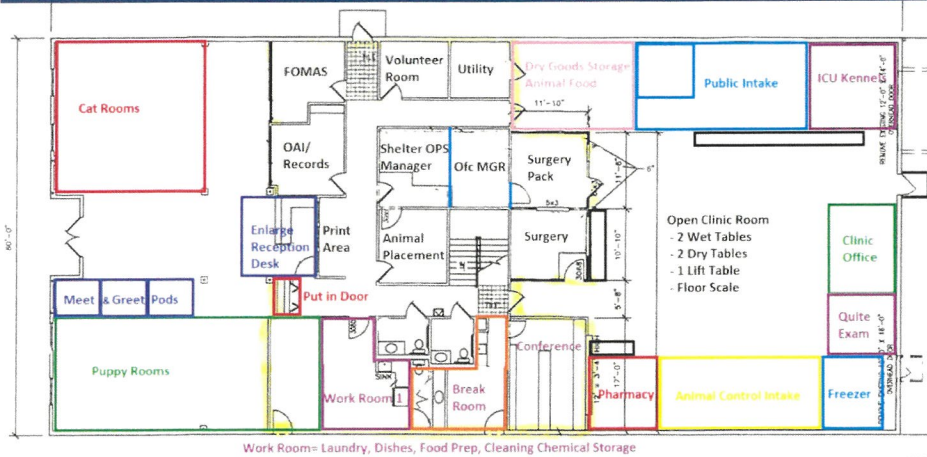
Date: July 10, 2025

(This is a five-page document.)

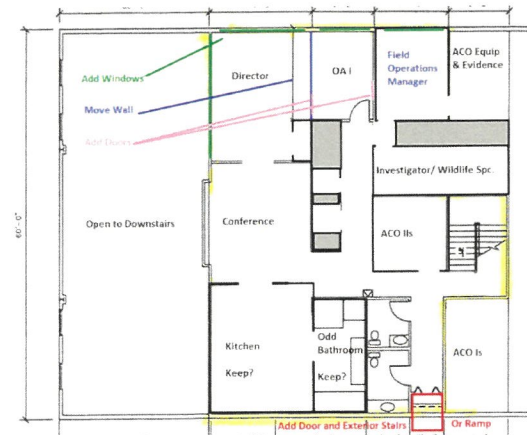
Attachments: Schematic plan prepared by the City of Mobile dated May 1, 2025



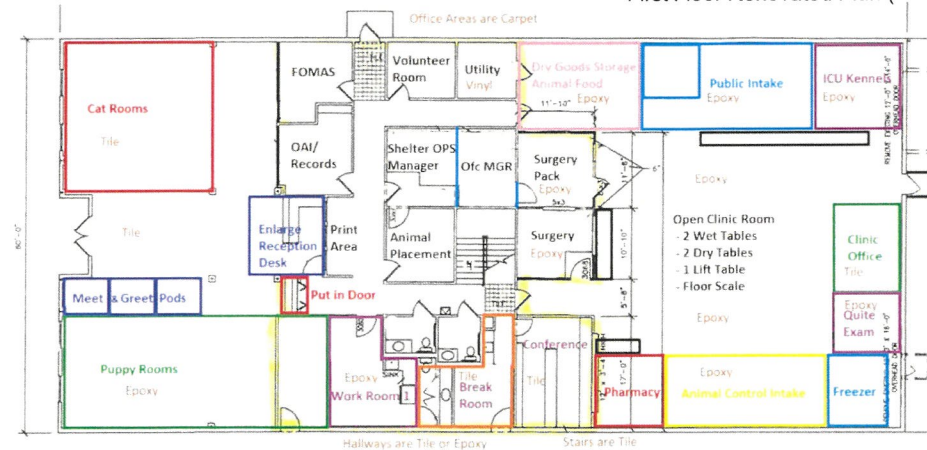
Proposed Animal Services Facility (Trinity Christian Center Property) 1668 W I65 Service Road South, Mobile, AL 36693



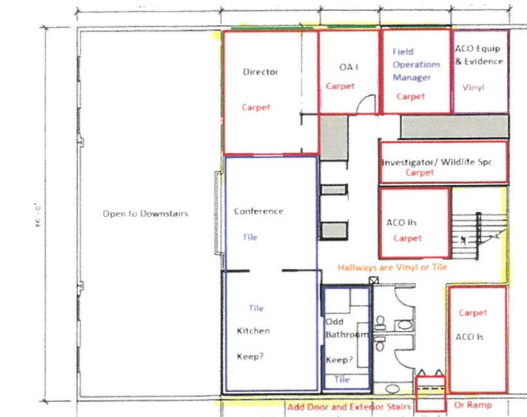
First Floor Renovated Plan (NTS)



Second Floor Renovated Plan (NTS)



Second Floor Renovated Plan Includes Flooring(NTS)



Phase 1:

- Renovation of 10,680 S.F. Building for Animal Services
- Demolition of warehouse buildings down to structural steel
- Reroof warehouse buildings, add circular fans
- Proposed Layouts/Spacing provided by Animal Services Director
- Includes flooring preferences for each area in second floor plan of each level

- Main building includes approximately 10,860 SF of conditioned space
- Renovations/updates of Phase 1 should include kennel spaces in at least one of the out buildings due to accessing animals when moving to new space
- Renovations include adding windows, interior and exterior doors, and interior walls
- Epoxy flooring throughout the majority of the first floor
- Work Rooms = Laundry, Dishes, Food Prep, Cleaning Chemical Storage
- Cat Room and Puppy Room to be store front glass/doors on Lobby Side

May 1, 2025



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	Cummings Architecture Corporation
Address	One Houston St., Mobile, AL 36606
Telephone	251-433-9600
E-Mail	ben@cummings-architecture.com

RFP/RFQ Solicitation Number	
Project Description	CITY OF MOBILE ANIMAL SHELTER
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ¹ _____ Female ¹ _____ Minority _____ Non-minority _____ SDVO _____ Total number of Employees ² _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Laura Cummings

Signature: *Laura Cummings* Date: 7-15-25

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: Laura Cummings Title: OFFICE MANAGER

Email: laura@cummings-architecture.com Phone: 251-433-9600



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
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Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Cummings Architecture Corp Your Bid/Proposal Amount \$ 430,132.00 Date: 7-15-25
Description Architecture Firm Name of Bidder/Proposer: BEN CUMMINGS

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only
SHUMER CONSULTING	251-68-3915	CIVIL ENGINEERING CONSULT	15600	4	YES	
SALT INTERIOR	251-594-4691	Interior Designer	3000	1	YES	
CDC	251-662-5891	MEP	54912	13	NO	
ESPALIER	251-454-3500	LANDSCAPE ARCHITECT	7200	2	NO	
T COTTON	251-709-0452	ESTIMATOR	7200	2	NO	
HERNANDEZ	251-379-7038	HAZARDOUS MATERIAL	11220	3	NO	
MISC REIMBURSABLES		MISC VENDORS	3500	1	NO	
CUMMINGS ARCHITECTURE		ARCHITECT	322000	75	NO	



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Cummings Architecture Corp

Contact Person: BEN CUMMINGS Phone: 251-433-9600 Email: ben@cummings-architecture.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.
☐	☒	DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☐	☒	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☐	☒	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☐	☒	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☐	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☐	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



Alabama Secretary of State



Cummings Architecture Corporation	
Entity ID Number	000-202-662
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	05/07/1999
Registered Agent Name	CUMMINGS, BENJAMIN P
Registered Office Street Address	1011 AUGUSTA ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	ENGAGE IN ARCHITECTURE BUSINESS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	CUMMINGS, BENJAMIN P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/07/1999 Certificate of Formation 5 pgs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: KIRBY MITCHELL PHONE (A/C, No, Ext): 251-473-4600 FAX (A/C, No): 251-450-0032 E-MAIL ADDRESS: KIMITCHELL@HIGGINBOTHAM.NET
INSURED Cummings Architecture Corporation 1 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Employers Insurance Company INSURER B: Bankers Standard Insurance Company INSURER C: Aspen American Insurance Company INSURER D: INSURER E: INSURER F:
License#: 2081754 CUMMARC-01	NAIC # 22748 18279 43460

COVERAGES**CERTIFICATE NUMBER:** 582944852**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:			D03017035	6/14/2025	6/14/2026	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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			D03017035	6/14/2025	6/14/2026	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 \$ 0			D03017047	6/14/2025	6/14/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	PROFESSIONAL LIABILITY			AAAE300209-05	6/15/2025	6/15/2026	Per Occurrence \$ 1,000,000 Aggregate \$ 2,000,000 Deductible \$ 5,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and a blanket waiver of subrogation that applies to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status. The Umbrella Liability policy is follow form. A 30 Day Notice of Cancellation applies in favor of the certificate holder.
Project: Animal Shelter - 1668 W I-65 Service Road S Mobile, Alabama

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
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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CAPITAL CONTRACT SUMMARY SHEET

C #5451



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Volkert, Inc. for Engineering Services.

Amount of Contract:

\$280,163.54

Funding Source

C1026

ATTACHMENTS:

1. 2025-3005-19 Downtown Street Optimization CEI Resurfacing and Restriping (Volkert, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization CEI (Resurfacing & Restriping (D2);

COM Project# 2025-3005-19

PROJECT #: C1026 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$280,163.54

VENDOR NAME: Volkert, Inc.

VENDOR NUMBER: 227500

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

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: Jessica White Date 7/22/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

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 **Volkert, Inc.** for work as outlined in the contract attached hereto, regarding **Downtown Street Optimization CEI (Resurfacing & Restriping)**, and made a part hereof as set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Volkert, Inc.
Project Name: Downtown Street Optimization CEI (Resurfacing & Restriping)
COM Project # 2025-3005-19
Cost: \$280,163.54

Adopted:

City Clerk



**DOWNTOWN STREET OPTIMIZATION CEI
(RESURFACING & RESTRIPIING)**

PROJECT NO. 2025-3005-19

ENGINEER:

VOLKERT, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this ____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **VOLKERT, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

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 so assigned to this PROJECT is **VOLKERT, INC.**

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 CITY ENGINEER for the Construction Phase as set out in Section III.

PROJECT – DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPING), City of Mobile Project No. 2025-3005-19. This is for engineering construction inspection for the resurfacing and restriping of portions of 10 streets in downtown Mobile. (See Exhibit A for approximate locations). **The professional engineering services may include construction administration and construction engineering and inspection as directed by the CITY ENGINEER.**

PROJECT ENGINEER – a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY 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 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 standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, 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 CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, 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.

A. 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 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 STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the 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. Omit
- 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 insure that 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 CITY ENGINEER, 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 CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by

the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The 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.

- b. The CITY ENGINEER 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.
- c. 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.
- d. 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 CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. 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.
- g. 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.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

- j. 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 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 STANDARD SPECIFICATIONS.
- k. 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 CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER'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 CITY ENGINEER 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.

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 CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER'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.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

- c. 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 CITY ENGINEER 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 CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

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 ENGINEER shall not assign, transfer, or delegate any interest in this CONTRACT, or the performance of any obligations hereunder, without the prior written consent of the CITY. Any such attempted assignment without the CITY's written consent shall be void and of no effect.

The CITY may assign, transfer, or delegate its interest in this CONTRACT, in whole or in part, without the consent of the ENGINEER, and the ENGINEER hereby expressly waives any claim or objection to such assignment.

- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

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 rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as 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 CITY ENGINEER.

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 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. Upon letting of the contract for construction of this PROJECT, and after receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT. Compensation to the ENGINEER shall be based on work performed and documented, but shall be limited to the percentage completion of the construction. Such percentage of completion shall be determined by the CITY ENGINEER. 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 E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, 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 \$275,163.54 (Two Hundred Seventy-five Thousand One Hundred Sixty-three Dollars and Fifty-four Cents).
 - b. 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.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and No Cents).
2. 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.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$280,163.54 (Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, consultant 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:

The Consultant shall perform all professional services under this Agreement with the degree of skill, care, and diligence ordinarily exercised by similarly situated

professionals practicing in the same or similar locality and under the same or similar circumstances. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, codes, and industry standards in effect at the time the services are rendered.

The Consultant shall be responsible for the accuracy and adequacy of its designs, drawings, specifications, reports, and other services or deliverables, and shall correct any errors, omissions, or deficiencies therein without additional cost to the City, provided such errors, omissions, or deficiencies result from Consultant's failure to meet the applicable standard of care.

Nothing in this Agreement shall be construed to impose upon the Consultant a duty or standard of care higher than that set forth in this section. Any clause purporting to impose a different or higher standard shall be deemed void under Ala. Code § 41-9A-3 and severed from this Agreement.

B. INSURANCE- For the duration of this Agreement,ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

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

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, 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 City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

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. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

VOLKERT, INC

By: Harold Eubanks

Print: HAROLD EUBANKS

Its: REGION VP

Address: 1110 MONTGOMERY DR
MOBILE, AL 36609

Telephone: 251-342-1070

STATE OF ALABAMA
CITY OF MOBILE

I, Christina Williams, a Notary Public in and for said State and County, hereby
certify that Harold Eubanks, whose name as Reg Vice President of
Volkert, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 27 day of June, 2025.

Christina Williams
NOTARY PUBLIC

My Commission Expires: _____

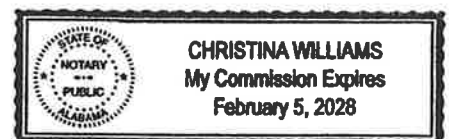


EXHIBIT A: PROJECT LOCATION

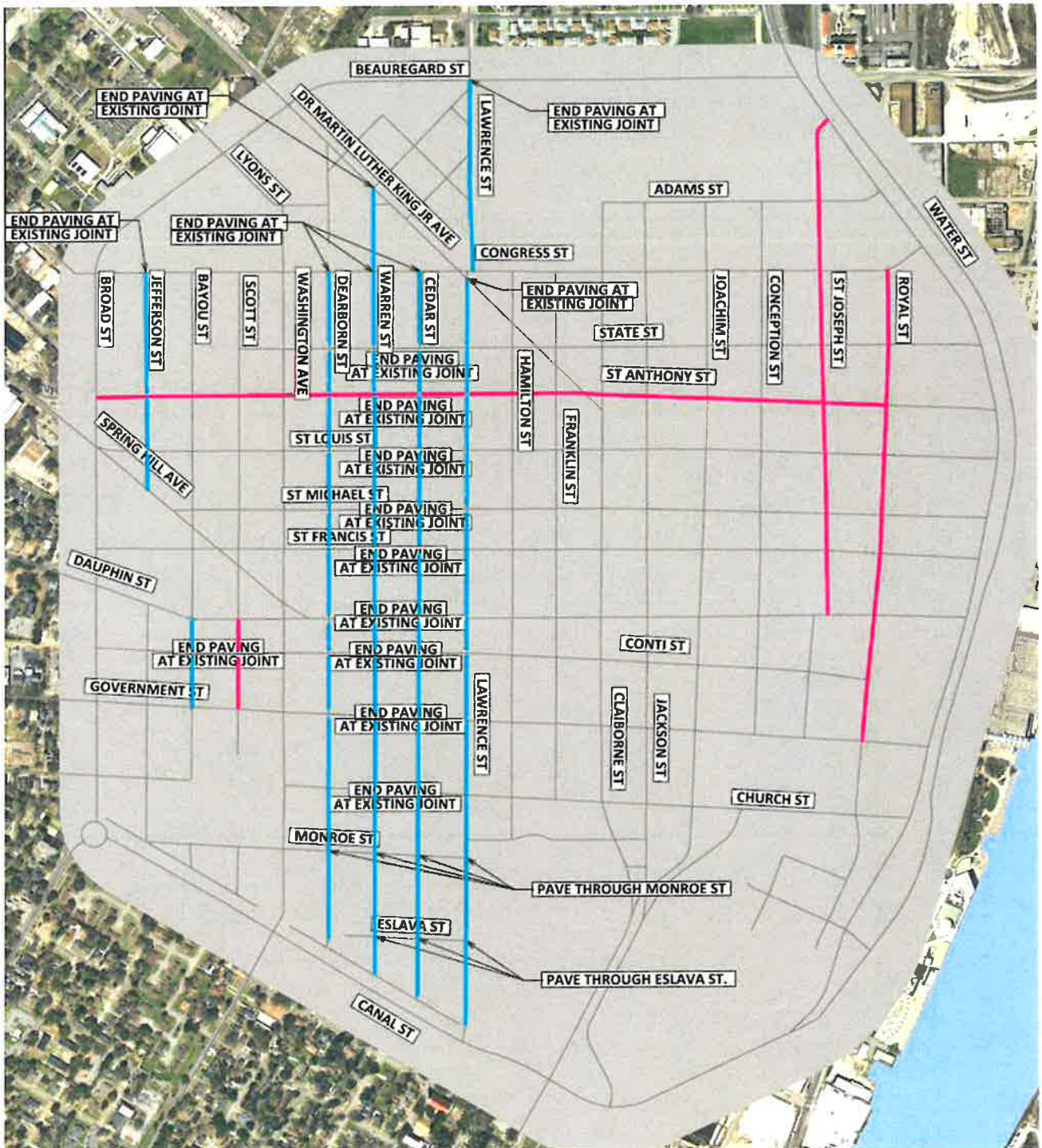


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **DOWNTOWN STREET OPTIMIZATION (RESURFACING & RESTRIPIING) CEI, City of Mobile Project No. 2025-3005-19.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be approximately \$3,400,000.00 [**Three Million Four Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid the ENGINEER shall not exceed \$280,163.54 [**Two Hundred Eighty Thousand One Hundred Sixty-three Dollars and Fifty-four Cents**], unless authorized by the CITY.

CITY DISTRICT: District 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

SUMMARY OF ENGINEERING FEE PROPOSAL DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
1	CONSTRUCTION ADMINISTRATION	\$33,833.31
TOTAL BASIC SERVICE COST - LUMP SUM		\$33,833.31
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
2	CONSTRUCTION ENGINEERING & INSPECTION	\$201,452.72
3	CONSTRUCTION ENGINEERING & INSPECTION - SUB	\$33,880.00
TOTAL SPECIAL SERVICE COST - COST PLUS (NTE)		\$235,332.72
TOTAL ENGINEERING COST		\$269,166.03

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
1	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1.1	Contract Preparation/Printing/Execution		2	4	4
1.2	Attend Pre-Construction Meeting	4	4	4	
1.3	Periodic Site Visits (8 Visits)	16	16	16	
1.4	Prepare Site Visit Reports		4	8	
1.5	Review Shop Drawings / Submittals	4	4	8	
1.6	Responses to RFIs	8	16	16	
1.7	Review Report(s) Pay Estimates	4	8	8	8
1.8	Attend Final Inspection	4	4	4	
1.9	Prepare & Issue Record Drawings	2	8	16	2
TOTAL CONSTRUCTION ADMIN. MAN-HOURS		42	66	84	14

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES			
1	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	42	\$78.31	\$3,289.02
	Staff 2 Professional	66	\$66.65	\$4,398.90
	Staff 1 Professional	84	\$41.84	\$3,514.56
	Administrative Assistant	14	\$32.35	\$452.90
TOTAL DIRECT LABOR				\$11,655.38
	Combined Overhead		150.73%	\$17,568.15
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$29,223.53
	Operating Margin		15.0%	\$4,383.53
	FCCM (Direct Labor Only)		0.74%	\$86.25
TOTAL LABOR COSTS				\$33,693.31
Out of Pocket Costs				
	Travel Expenses	Trips	Miles	Rate
	(Mobile Office to Project Site			Cost
	10 Miles One-Way)	10	20	\$0.700
TOTAL OUT OF POCKET				\$140.00
TOTAL CONSTRUCTION ADMINISTRATION PHASE				\$33,833.31

LS

PROJECT DESCRIPTION: Downtown Street Optimization - Construction Services

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES				
2	CE&I SERVICES - VOLKERT (90 Working Days)	Constr. Proj. Mgr.	Senior Inspector	RPR 1	Admin.
2.1	Conduct Pre-Construction Meeting	4	4	4	4
2.2	Daily Inspection & Reporting	174	580	1160	
2.3	Conduct Weekly Status Meetings & Prepare Meeting Minutes	36			18
2.4	Review Asphalt Reports	24	40		
2.5	Prepare QC/QA Packages	24	40		
2.6	Prepare Contractor's Pay Estimates	6	12	12	24
2.7	Conduct Final Inspection / Punch List	4	8	8	4
2.8	Prepare As-Builts	2	4	8	
2.9	Prepare Project Closeout Documentation	2	4	16	8
TOTAL CE&I MAN-HOURS (VOLKERT)		276	692	1208	58

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE DOWNTOWN STREET OPTIMIZATION - CONSTRUCTION SERVICES			
2	CE&I Services - VOLKERT	Man-hour	Rate	Cost
Labor Costs				
	Construction Project Manager	276	\$50.00	\$13,800.00
	Senior Inspector	692	\$36.00	\$24,912.00
	Resident Inspector 1	1208	\$26.00	\$31,408.00
	Administrative Assistant	58	\$32.35	\$1,876.30
TOTAL DIRECT LABOR				\$71,996.30
	Combined Overhead		150.73%	\$108,520.02
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$180,516.32
	Operating Margin		10.0%	\$18,051.63
	FCCM (Direct Labor Only)		0.740%	\$532.77
TOTAL LABOR COSTS				\$199,100.72
Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (8 Miles One-Way)	Trips	Miles	Rate
		210	16	\$0.700
TOTAL OUT OF POCKET				\$2,352.00
TOTAL CE&I SERVICES - VOLKERT				\$201,452.72 NTE

Task No.	CE&I SERVICES - SUBCONSULTANT NORMAN HILL CONSULTING SERVICES, LLC	
3	CE&I SERVICES - SUBCONSULTANT	Cost
3.1	Inspector (280 hr @ \$110 / hr)	\$30,800.00
SUBTOTAL SUBCONSULTANT COST		\$30,800.00
Volkert, Inc. (Management Fee, 10% of Total Subconsultant Fee)		\$3,080.00 NTE
TOTAL CE&I COST		\$235,332.72 NTE

Norman Hill Consulting Solution, LLc					
PERSONNEL	POSITION	HOURS/WEEK	WEEKS	RATE/HOUR	FEE
	Inspector	40	7	110	\$ 30,800
					\$ -
					\$ -
					\$ -
TOTALS					\$ 30,800

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Base Contract Amount **\$ 275,163.54**

Additional Services (If requested in writing by the City Engineer).....\$ 5,000.00

Total Contract Amount including Additional Services **\$ 280,163.54**

EXHIBIT E: 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
- 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
- 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
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME				
		PHONE (A/C No. Ext):		FAX (A/C No.):		
INSURED		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	N/A			PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Project Name: Project Number: 20xx-3005-xx						
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER			CANCELLATION			
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 770.756.6599	E-MAIL ADDRESS: greylingcerts@greyling.com	
INSURED Volkert, Inc. 11 North Water Street Ste 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburg		19445
	INSURER B: Everest National Insurance Company		10120
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D: Allied World Surplus Lines Insurance Co		24319
	INSURER E: Endurance American Specialty Ins Co		41718
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1789771000**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:			9894987	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A E	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2970073 EXT30083306200	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ excess auto CSL \$ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			XC3CU00031251	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	WC067961222	4/1/2025	4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab incl Poll. Liab.			03129811	4/1/2025	4/1/2026	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Project: Downtown Street Optimization (Resurfacing & Restriping). Project Number: 2025-3005-19
City of Mobile are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. 297-00-73
issued to VOLKERT, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 297-00-73

issued to VOLKERT, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 989-49-87

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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 04/01/2025 forms a part of Policy No. WC 067961222

Issued to VOLKERT, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

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 TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

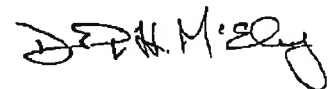
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

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

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT, SECRETARY OF STATE VERIFICATION**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Harold Eubanks (affiant) who,
being duly sworn says as follows:

Regional Vice President of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer
that employs one or more employees, I hereby attest that in my capacity as
Regional Vice President for Volkert, Inc. that said employer shall not knowingly employ, hire for
employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that
they will not violate Federal Immigration Law or knowingly employ, hire for employment, or
continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting
party found to be in violation of this provision shall be deemed in breach of the agreement and
shall be responsible for all damages resulting therefrom.

I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID
Number in the E-Verify program is as follows: 105558

Harold Eubanks

Regional Vice President of Volkert, Inc.

Sworn to and subscribed before me this the 8 day of July, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Lindsay Zoghby
Signature and Seal of Notary Public

Exp 2-11-21

LINDSAY ZOGHBY
Notary Public
Alabama State at Large



Company ID Number: 105558

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Volkert, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 105558

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 105558

Approved by:

Employer Volkert, Inc.	
Name (Please Type or Print) Holly W Gibney	Title
Signature Electronically Signed	Date 03/07/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/07/2008

Company ID Number: 105558

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Volkert, Inc.
Company Facility Address	11 N Water Street Suite 18290 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630247014
North American Industry Classification Systems Code	541
Parent Company	Volkert, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	22 site(s)



Company ID Number: 105558

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	5
FL	2
GA	2
IL	1
LA	3
MS	1
NC	1
TN	2
TX	4
VA	1



Company ID Number: 105558

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Holly Gibney
Phone Number	251-342-1070
Fax	
Email	833-790-3074
	holly.gibney@volkert.com



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: ArchtriqueKidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.Aldo@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	11 North Water Street, Suite 18290 Mobile, AL 36602
Telephone	251-342-1070
E-Mail	jordan.stringfellow@volkert.com

RFP/RFQ Solicitation Number	2025-3005-19
Project Description	Downtown Street Optimization (Resurfacing & Restriping)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 1,111 Female 431 Minority 349 Non-minority 1,193 SDVO N/A
Total #of Employees	1,542

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jordan Stringfellow
Signature: *Jordan Stringfellow* Date: 07-08-2025
Title: Assistant Vice President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jordan Stringfellow Title: Assistant Vice President
Email: jordan.stringfellow@volkert.com Phone: 251-605-6020

CITY OF MOBILE

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Volkert, Inc. Your Bid/Proposal Amount \$ 280,163.54 Date: _____

07 / 14 / 2025	Description	Downtown Street Optimization (Resurfacing & Restriping)

Name of Bidder/Proposer: Volkert, Inc.

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: Volkert, Inc.

Contact Person: Jordan Stringfellow

Phone 251-605-6020

Email jordan.stringfellow@volkert.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
	N/A	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	GMDBE/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
	N/A	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.
	N/A	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.
	N/A	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.)
	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	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

	N/A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	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.
	N/A	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.

City of Mobile agreed to reduce DBE goal to 10% for this contract.

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.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-19 Current Date 7 / 10 / 25

Project Description DOWNTOWN STREET OPTIMIZATION CEI (RESURFACING & RESTRIPIING))

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.

Waiver requesting the DBE Goal to be reduced from 15% to ^{10%}_{5%} This contract is for Construction

Inspection services only. This work is specialized and extremely difficult to find qualified sub-consultants.

Volkert's contract amount is \$280,163.54.

John Forrester

Requested By (Department Director)

(Signature)

251-208-7243

Telephone Number

City Engineer

(Title)

7/10/2025

(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Small Busines Development Manager

(Title)

7/11/2025

(Date)

Approved By (CAO)



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to Africatown Welcome Center located at 1959 Baybridge Cutoff Road, as shown on attached drawing.

Amount of Contract:

N/A

Funding Source

N/A

ATTACHMENTS:

1. Resolution 1959 Baybridge Cutoff Rd
2. ALPC ATWC-2025
3. Easement ALPC-ATWC ALPC-SIGNED

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AE25, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to the Africatown Welcome Center located at 1959 Baybridge Cutoff Road.

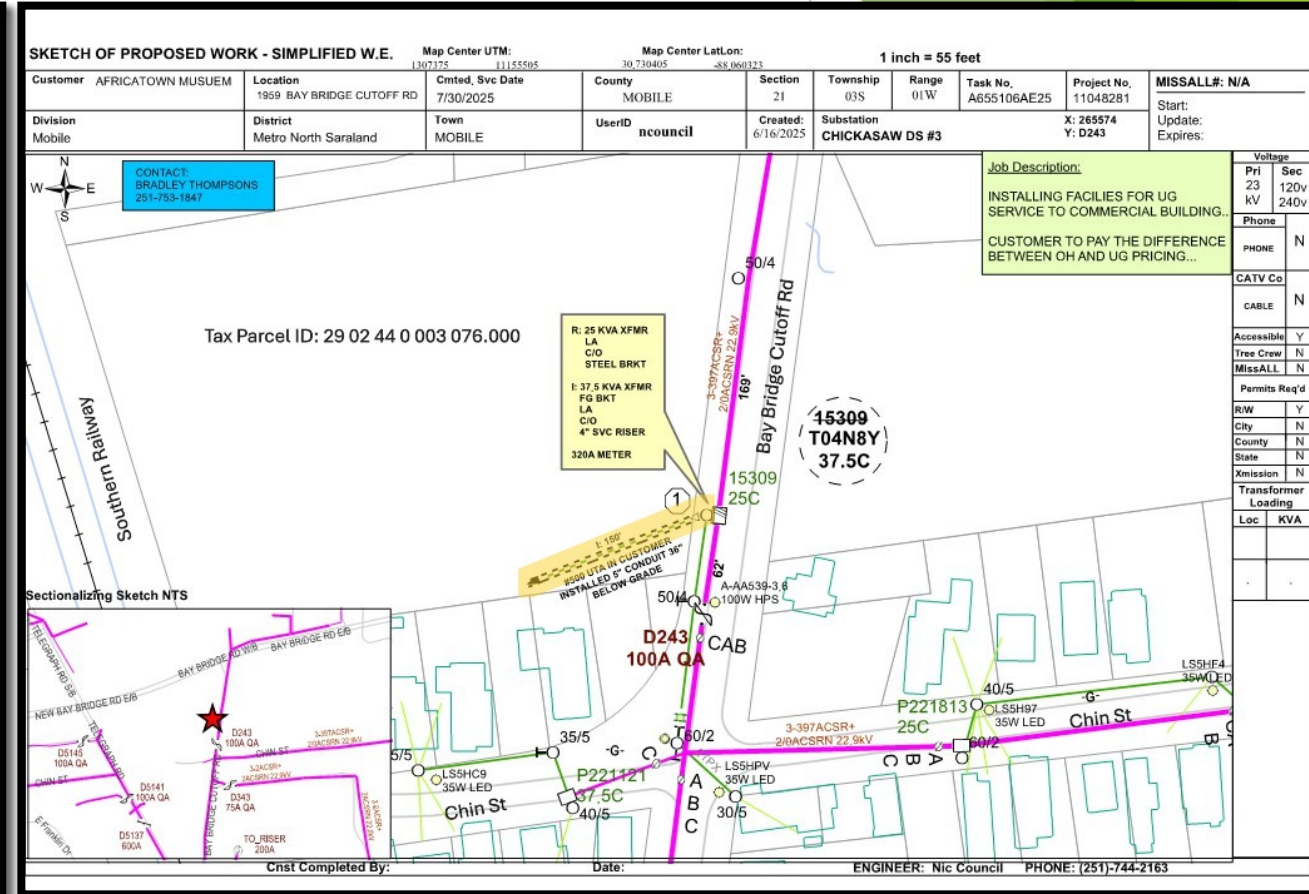
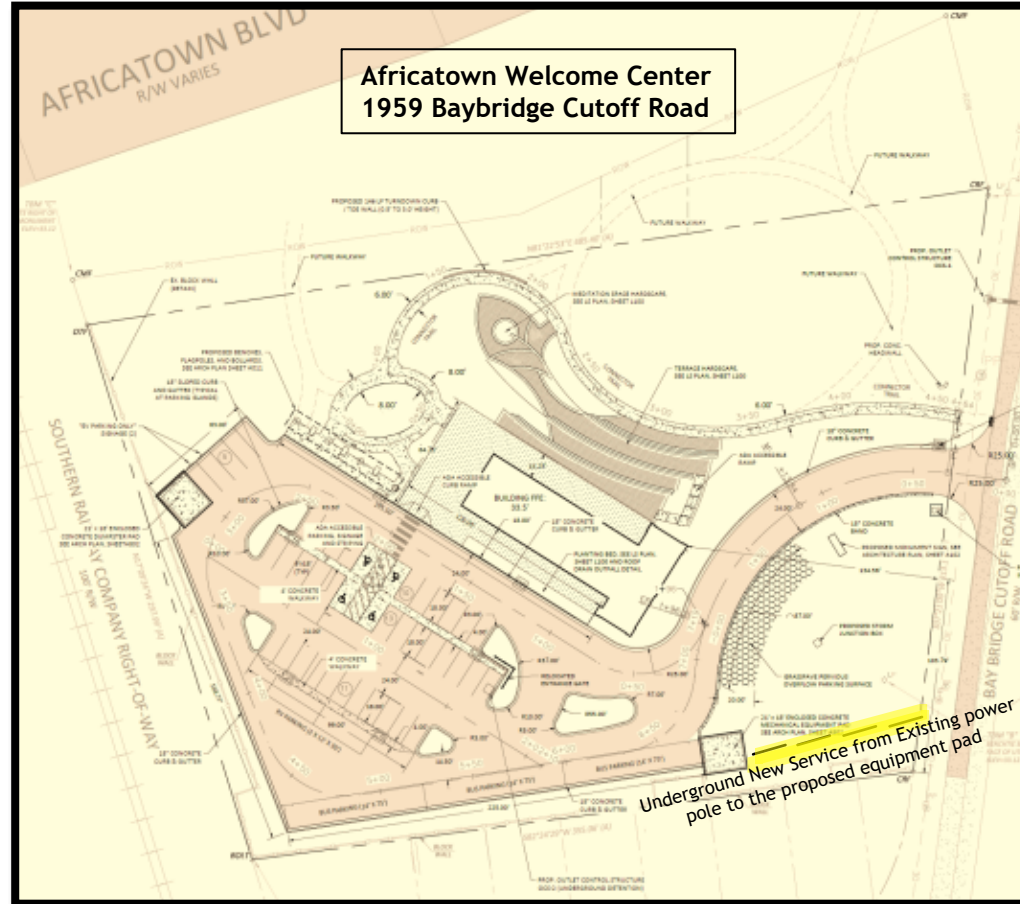
Adopted:

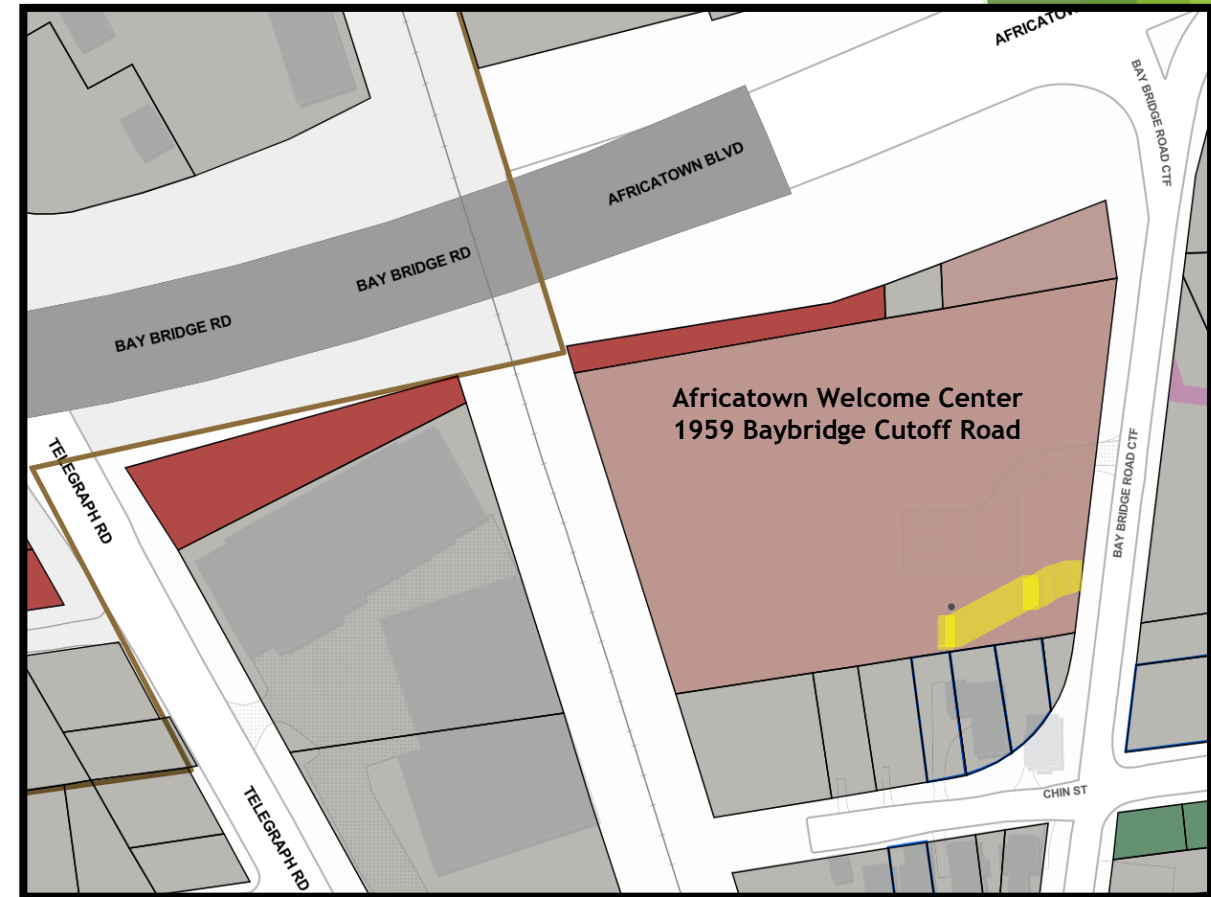
City Clerk

Africatown Welcome Center

New Underground Service, Alabama Power Easement # A655306AE25

1959 Baybridge Cutoff Road





EASEMENT – UNDERGROUND DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306AE25

Parcel No. 72310587

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2025, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG AT PT 183 FT S SELY OF INTERSECT OF S/S BAY BRIDGE ROAD & E/S SOUTHERN RR CONT SELY 292 FT(S) THEN ELY 353.6 FT TO W/S BAY BRIDGE CUT OFF ROAD THEN NELY ALG ROAD 310 FT WLY 483 FT(S) TO PT OF BEG BEING PART OF LOT 2 GTG&R DIV OF ST LOUIS TRT MIN BK 6 P 140 #SEC 44 T4S R1W #MP29 02 44 0 003 **Parcel Number: 29 02 44 0 003 076.XXX**. The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as shown by dashed lines on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way for Facilities that are underground will extend five (5) feet on all sides of said Facilities as and where installed..

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AE25** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by William S. Stimpson, as its Mayor and attested by Lisa C. Lambert, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2025.

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of July, 2025.



Erica Maize
Notary Public-State at Large
My Commission Expires: _____

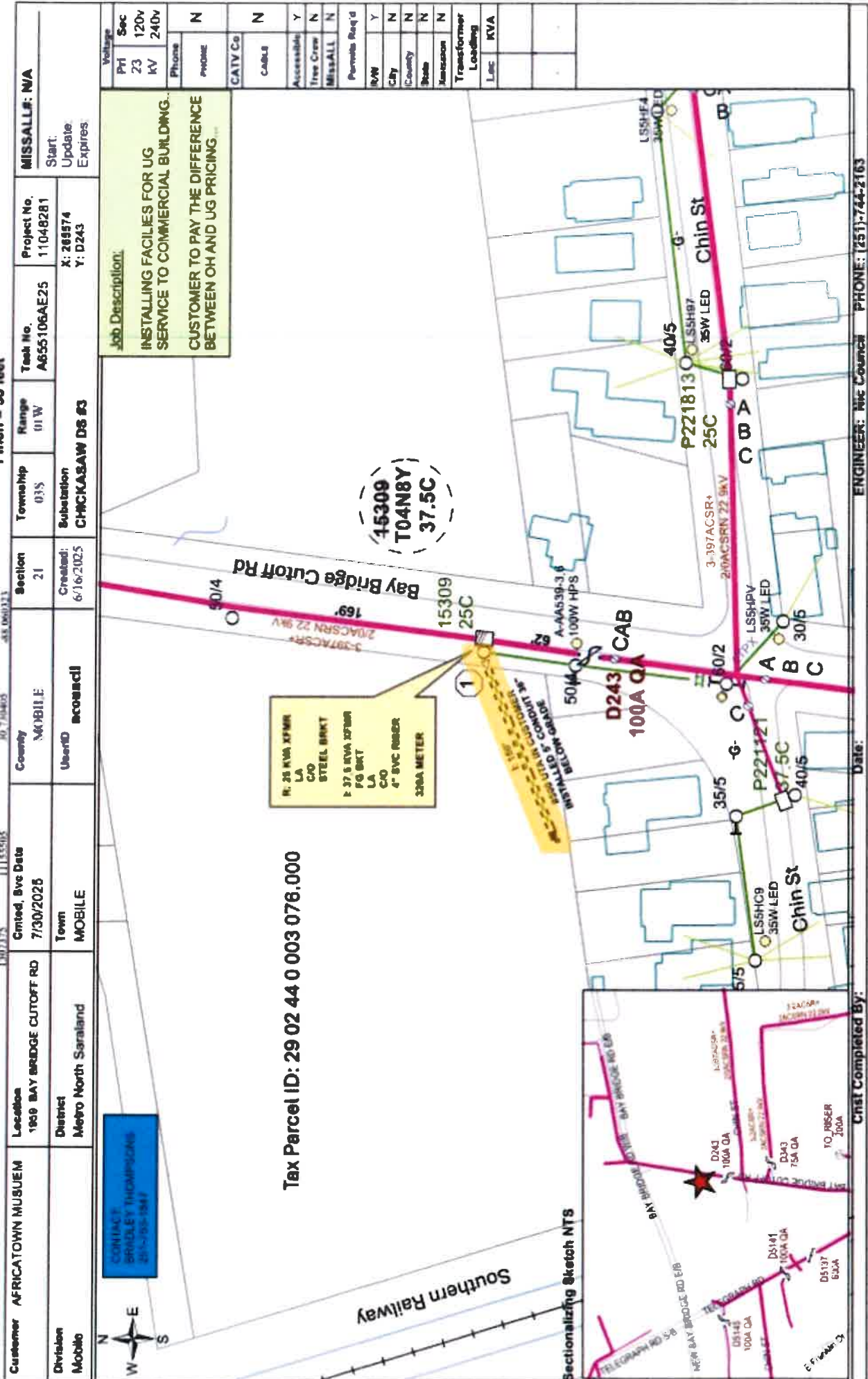
My Commission Expires
August 11, 2025

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1102375 1115505

Map Center Lat/Lon: 30.710405 -81.060311

1 inch = 56 feet



Tax Parcel ID: 29 02 44 0 003 076.000

Job Description:
INSTALLING FACILITIES FOR UG SERVICE TO COMMERCIAL BUILDING. CUSTOMER TO PAY THE DIFFERENCE BETWEEN OH AND UG PRICING.

Voltage	Sec
Pri 23 KV	230v
Phone	240v
PHONE	N
CATV Co	N
CABLE	N
Accessible	Y
Tree Cross	N
Missall	N
Permits Req'd	N
HOW	Y
City	N
County	N
State	N
Ameson	N
Transformer Loading	N
LWC	KVA

ENGINEER: Nic Council PHONE: (251)-744-2163

Date:

Chst Completed By:

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A
SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the city of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of **Kahtan Ahmed** for a Certificate of Public Convenience and Necessity to operate a **shuttle** service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted: JUN 24 2025

TABLED

City Clerk

R E S O L U T I O N

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

Adopted: JUN - 3 2025



City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Haktan Ahmed, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: Haktan Ahmed

Mobile Business Address: _____

Telephone _____

Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Address
code

City

State

Zip

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 7

Months: 1

U.S. Citizenship: Yes ☒

No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____

State of Incorporation _____

Partnership _____

L.L.C. ☒

Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle.



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

A handwritten signature in black ink, appearing to read "Kahtan H Ahmend", is written over a horizontal line.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

A handwritten signature in black ink, appearing to read "Noemid V Acosta", is written over a horizontal line.

Notary Public



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

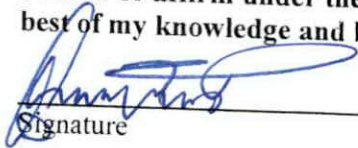
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.


Signature

Date Signed

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

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:
Day Trip LLC
2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
3. The name of the registered agent (only one agent): Kahtan H Ahmed
Street (**no PO Boxes**) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE
Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 4 / 18 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 36 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

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

4 / 18 / 2025
Date (MM/DD/YYYY)

Kahtan H Ahmed
Signature as required by 10A-5A-2.04

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

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



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

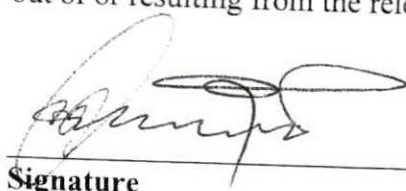
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

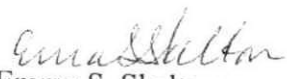
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
1632500317

AHMED, KAHTAN HAZAM

AL0020000

[Signature]

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

[Signature]

AL002000C

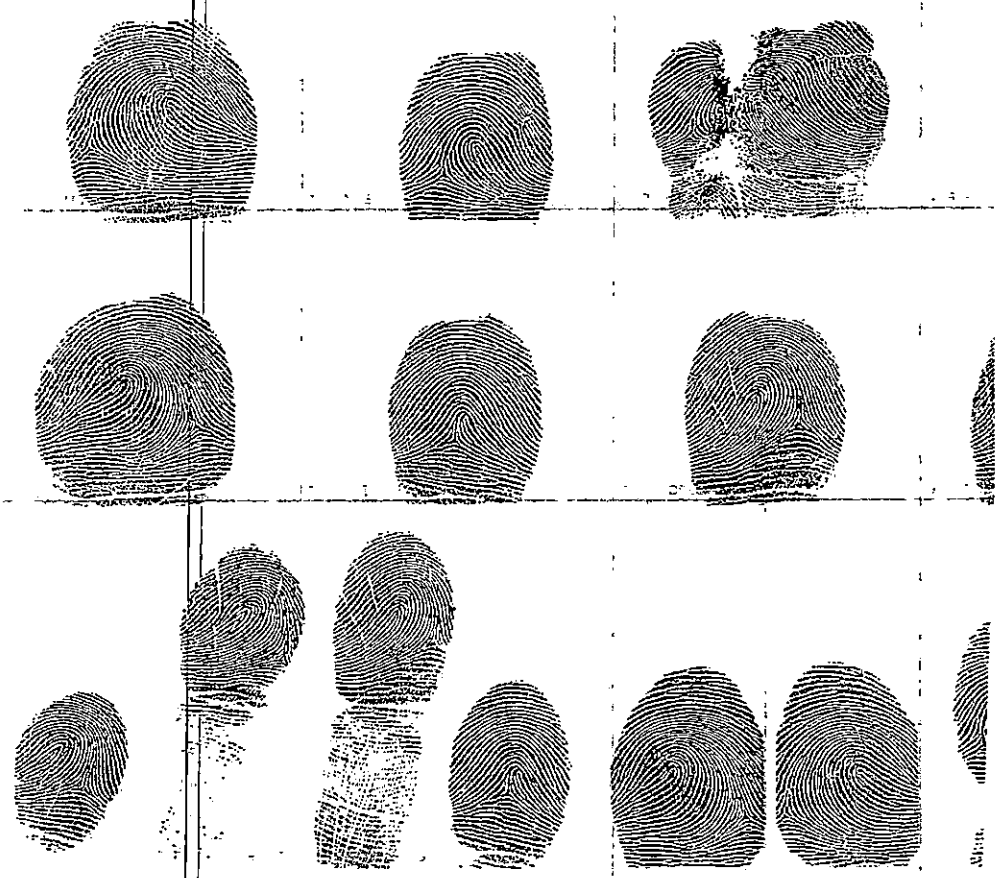
1/21/25

Bonnie Laramie

US

M A 50

APPLICANT SCREENING



Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

Form: SS-4

Number of this notice: CP 575 G

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

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4657859. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

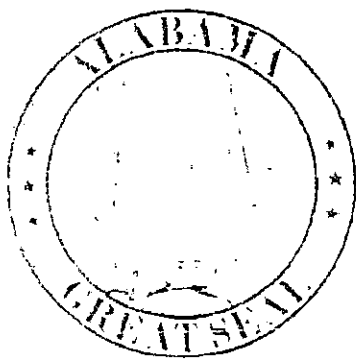
STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

April 18, 2025

Date

A handwritten signature in dark ink, appearing to read "Wes Allen", written over a horizontal line.

RES214395

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: KFPOlOnp7J4d6ZNFJWBH | Proof Updated: Jun. 04, 2025 at 01:01pm CDT
Notice Name: Kahtan Ahmed CPCN

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Lana Pafenbach-Gauthier
lana.gauthier@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide: 1

Ad Class: Legals

Total Column Inches: 1.81

Number of Lines: 16

06/11/2025: Other

21.28

Subtotal	\$21.28
Tax	\$0.00
Processing Fee	\$7.13
Total	\$28.41

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a taxicab and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lagniappe RD June 11, 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims for Darrell Wiggins

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Darrell Wiggins

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Darrell Wiggins, 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

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 **\$615.00** be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42080 to the **City of Mobile Parks & Recreation, Springhill Gymnasium** and will be used **to assist with a funeral reception.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember C. J. Small, District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$151.00** be transferred from the District 3 General Fund, Discretionary Account DSC-03, from General Fund Account 10041020-42080 to the **City of Mobile Treasury Department** and will be used **to assist with District 3, Invoice No. 2, regarding the Parade of 3s on D.I.P. held in December, 2024.**

BE IT FURTHER RESOLVED, that said fund transfer to Mobile Convention Center, to assist with Hall of Fame Walk events, is hereby declared to serve a public purpose.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$3,000.00** be transferred from the District 6 General Fund, Discretionary Account DSC-06, from General Fund Account 10041020-42080 to the **Parks and Recreation Department-Medal of Honor Park** and will be used **to assist with the inflatable event**.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive from the Alabama Department of Transportation (ALDOT), Alabama Industrial Access Road and Bridge Corporation, grant assistance in the amount of \$3,000,000.00 in support of the access road for the North Brookley Expansion site for Project ACDC, Airbus Central Distribution Center.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-ACDC Access Road Project

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 Alabama Department of Transportation (ALDOT), Alabama Industrial Access Road and Bridge Corporation, grant assistance in the amount of \$3,000,000.00 in support of the access road for the North Brookley Expansion site for Project ACDC, Airbus Central Distribution Center. 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 Alabama Department of Transportation, Alabama Industrial Access Road and Bridge Corporation. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

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

Type of application: Lounge Retail Liquor Class I License

Submitted by: Charlene's Place, LLC

Location: Charlene's Place
5441 Highway 90 West
Suite 1
Mobile, AL 36619

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5740	132081	4	August 5, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

CHARLENES PLACE LLC

Trade Name (DBA)

CHARLENES PLACE

Location Address

5441 HIGHWAY 90 WEST STE 1

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

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DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5740	132081	4	August 5, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

CHARLENES PLACE LLC

Trade Name (DBA)

CHARLENES PLACE

Location Address

5441 HIGHWAY 90 WEST STE 1

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



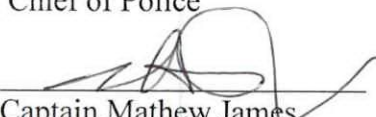
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Mathew James
Commander, Special Investigation Section

Date: July 22, 2025

Re: Alcoholic Beverage License Application No. 5740
CHARLENES PLACE LLC
D/B/A: CHARLENES PLACE
5441 HIGHWAY 90 WEST STE 1
Mobile, AL 36619
Charlene Webb, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named CHARLENES PLCAE LLC. CHARLENES PLACE LLC will be conducting business at CHARLENES PLACE located on 5441 HIGHWAY 90 WEST STE 1. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

JUL 28 2025


CHIEF OF POLICE



WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Mathew James
Commander, Special Investigation Section

From:  13149
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: July 22, 2025

Re: Alcoholic Beverage License Application No. 5740
CHARLENES PLACE LLC
D/B/A: CHARLENES PLACE
5441 HIGHWAY 90 WEST STE 1
Mobile, AL 36619
Charlene Webb, owner

I have reviewed the attached application submitted to me by Cro April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named CHARLENES PLACE. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☒ other: this liquor application is new; therefore, the business license is currently
being applied for and no taxes need to be paid.


CRO APRIL DUNKLIN

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: July 22, 2025

Re: Application # 5740 / 5441 U.S. Highway 90 W. Ste. 1

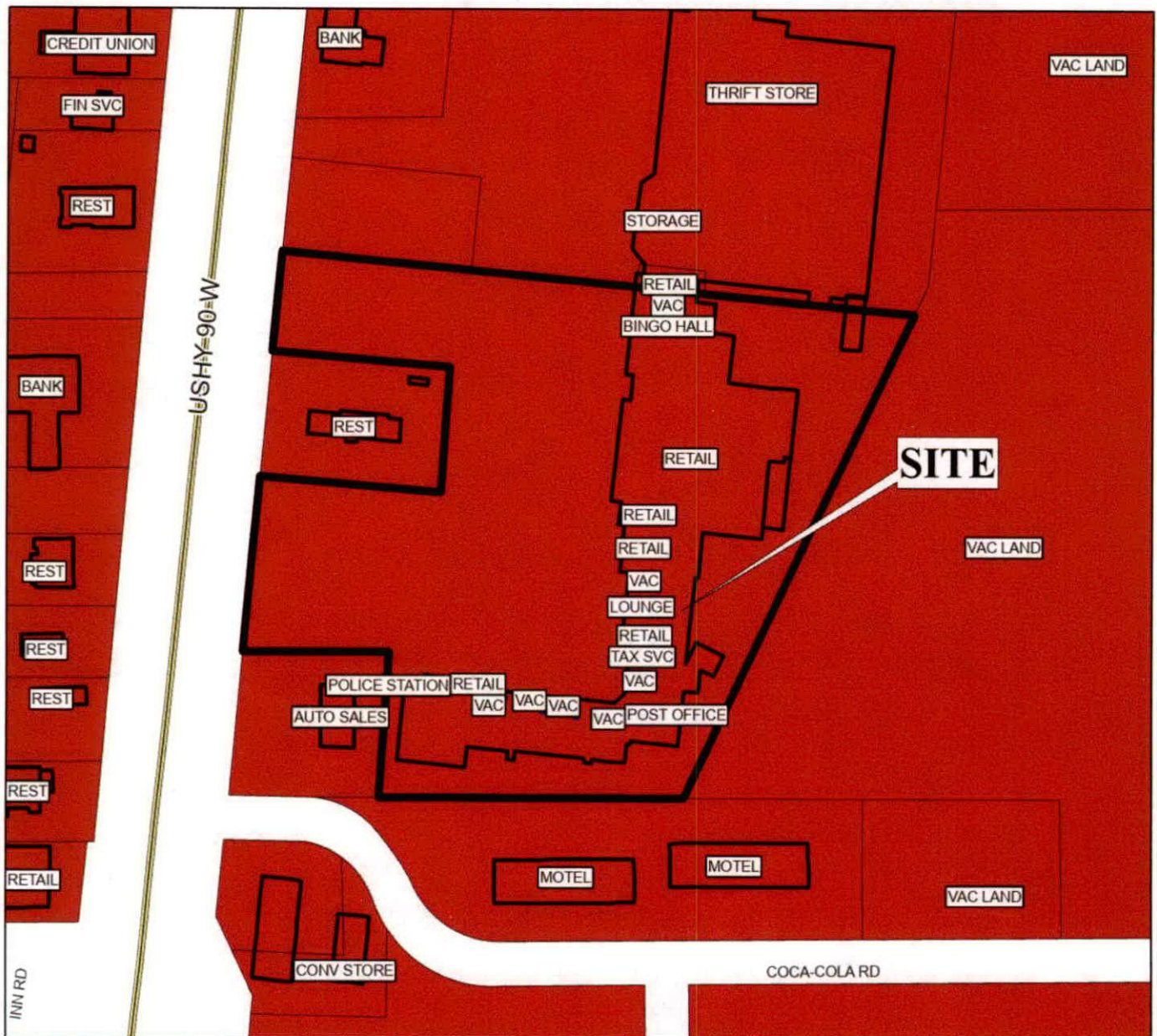
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a lounge with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5740 DATE 8/5/2025

APPLICANT CHARLENES PLACE LLC

LOCATION 5441 USHTY 90 W STE 1

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
07/21/2025	NEW APPLICATION	2025 - 5740	132081	4	August 5, 2025

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

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

CHARLENES PLACE LLC

Trade Name (DBA)

CHARLENES PLACE

Location Address

5441 HIGHWAY 90 WEST STE 1

City, State, Zip Code

MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
CHARLENE WEBB	OWNER			CHARLENESPLACE247@GMAIL.COM

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

What is/was the start date of this business? 07/09/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

Tara Harris

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 07/21/2025	Application Type NEW APPLICATION	Application Number 2025 - 5740	License Account # 132081	Council District 4	Council Agenda Date August 5, 2025
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name CHARLENES PLACE LLC			Trade Name (DBA) CHARLENES PLACE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/22/2025	SOS Entity ID 001-192-078	State AL	County MOBILE
Federal Tax ID (FEIN) 39-2300201	Alabama State Sales Tax ID R012619994	Business Phone Number (251) 298-3943			
Physical Address (Street Address, Suite #) 5441 HIGHWAY 90 WEST STE 1		City MOBILE	State AL	Zip Code 36619	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name CHARLENE WEBB	Title OWNER	POA	Phone	Email CHARLENESPLACE247@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name COBALT REALTY LLC		Property Owner Phone Number		Property Owner Email RENA@COBALTREALTY.NET	
Property Owner Mailing Address (Street Address, Suite #, PO Box)		City		State	Zip Code
Bldg Square Footage 4,100	Bldg Seating Capacity 200	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information

Copy of Driver's License Must Be Provided for each Person

<u>Full Name (Last, First, Middle)</u> CHARLENE WEBB		<u>Title</u> OWNER		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		

<u>Full Name (Last, First, Middle)</u> N/A		<u>Title</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>		<u>City</u>		<u>State</u>	<u>Zip Code</u>
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	<u>If Yes, Law Violation</u>	<u>Arresting Agency</u>	<u>Arrest Date</u>	<u>Disposition</u>	
	<u>If Yes, Legal Business Name</u>	<u>Business DBA</u>	<u>Physical Location Address (Street, City, Zip Code)</u>		

Power of Attorney (POA) Information

Copy of Driver's License Must Be Provided for each Person

<u>Full Name (Last, First, Middle)</u> N/A	<u>Title</u>	<u>Date of Birth</u>	<u>Driver's License (State, Number)</u>		
<u>Home Address (Street Address, Apt/Unit #)</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>	

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

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CW

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

CW

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

CW

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

CW

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

CW

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

CW

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

CW

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Charlene Webb

7-22-25

Owner/Applicant/POA Signature

Title of Person Signing this Application

Charlene Webb

Owner

Sworn to and subscribed before me this **22nd** day of **July** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner	<u>R Shawn Skinner</u>	November 19 2025
------------------------	------------------------	-------------------------



CITY OF MOBILE
REVENUE DEPARTMENT

July 22, 2025



CHARLENES PLACE
544 HIGHWAY 90 WEST
UNIT 1

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 132081 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2102334	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertizing requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CHARLENES PLACE LLC

dba

CHARLENES PLACE

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

010 - LOUNGE RETAIL LIQUOR CLASS I and

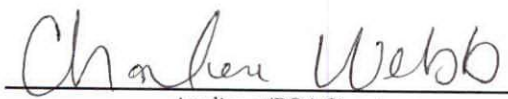
for the premises located at

5441 HIGHWAY 90 WEST STE 1

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **August 5, 2025** for application number **2025 - 5738**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature


Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716130046648

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License: 990 - TOBACCO ONLY State: \$150.00 County: \$0.00

Trade Name: **CHARLENES PLACE** Filing Fee: \$100.00

Applicant: **CHARLENES PLACE LLC** Transfer Fee:

Location Address: 5441 HIGHWAY 90 WEST STE 1 MOBILE, AL 36619

Mailing Address:

County: MOBILE Tobacco sales: YES Tobacco Vending Machines:

Product Type: 03 Type Ownership: LLC

Book, Page, or Document info: 001-192-078

Do you sell Draft Beer?:

Date Incorporated: 5/22/2025 State incorporated: AL County Incorporated: MOBILE

Date of Authority:

Federal Tax ID: 39-2300201

Alabama State Sales Tax ID: R012619994

Name: Title: Date and Place of Birth: Residence Address:

CHARLENE ADRIAN WEBB	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

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

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

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHARLENE WEBB

Business Phone: 251-298-3943

Fax:

Home Phon

Cell Phone:

E-mail: CHARLENESPLACE247@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716130046648

Initial each

☐ *AW*

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

☐ *AW*

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

☐ *AW*

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ N/A

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ *AW*

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ *AW*

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ *AW*

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Charlene Webb*

Signature of Applicant: *Charlene Webb*

Notary Name (print): *April W. Jones*

Notary Signature: *April W. Jones*

Commission expires: 4/12/2026

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

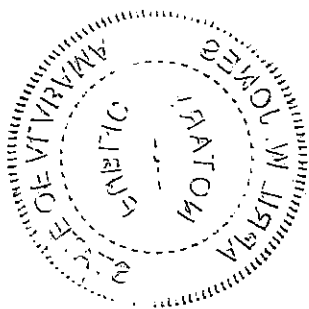
Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716130046648

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

Name of Property owner/lessor and phone number: **COBALT REALTY LLC 225-412-3623**

What is lessors primary business? **PROPERTY MANAGEMENT COMPANY**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? **YES**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **4100** Display Square Footage:

Building seating capacity: **200** Does Licensed premises include a patio area? **NO**

License Structure: **SHOPPING CENTER** License covers: **OTHER**

Number of licenses in the vicinity: Nearest:

Nearest school: Nearest church: Nearest residence: **1 miles**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
CHARLENE WEBB	NONE WITHIN LAST 10 YEARS	N/A	N/A



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250716130046648

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE 1

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

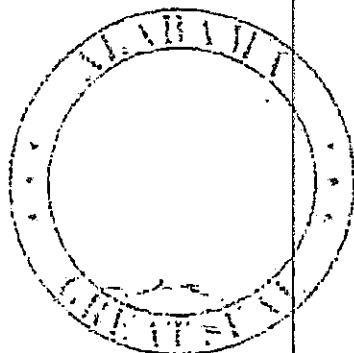
STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Charlene's Place LLC

This name reservation is for the exclusive use of Charlene Sims Webb, 1239
Sudan St, Mobile, AL 36693 for a period of one year beginning May 22, 2025 and
expiring May 22, 2026.



RES220817

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 22, 2025

Date

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

Wes Allen

Secretary of State

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

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Charlene's Place LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Charlene Sims Webb

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

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-192-078	DLL
Date	05/22/2025
Time	14:18:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 5 / 22 / 2025 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 02 : 18 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

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

5 / 22 / 2025
Date (MM/DD/YYYY)

Charlene Sims Webb

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

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

CHARLENES PLACE
CHARLENE SIMS WEBB SOLE MBR
10000

Date of this notice: 05-22-2025

Employer Identification Number:
39-2300201

Form: SS-4

Number of this notice: CP 575 A

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 39-2300201. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 940	01/31/2026
Form 944	01/31/2026

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

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

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

CHARLENES PLACE LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012619894	08/21/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/40 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Jennifer Byrd
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5441 HIGHWAY 90 W STE 1 MOBILE AL 36619-1976



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY 5441 HWY 90 West Suite 1

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

LOT 1A TILLMAN'S SQUARE, RESUBDIVISION OF LOT 1, RESUBDIVISION OF LOTS 1 & 2 MBK 125/25 LESS AND EXCEPT COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1A THEN RUN WESTERLY 291.05 FT TO THE POINT OF BEGINNING. CONTINUE WESTERLY 91 FT THEN NORTHERLY 30 FT THEN EASTERLY 91 FT THEN SOUTHERLY 30 FT TO THE POINT OF BEGINNING.

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Charlene's Place LLC

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

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

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

Sworn to and subscribed before me this 16 day of July 2025

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Melissa McManus

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

MELISSA MCMANUS
NOTARY PUBLIC ID #157216
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Andre Bruni

Charlene Webb

Owner of Property (Signature)

Applicant Name (Signature)

Andre Bruni

Charlene Webb

Street Address

Street Address

5441 Hwy 90 West St. 1

5441 Hwy 90 West Suite 1

City, State, Zip

City, State, Zip

Mobile, AL 36619

Mobile AL 36619

Date Agreement Signed

Date Agreement Signed

07/16/25

7-16-25

Revision Date 10.23.2023

| Application Property Ownership

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE



DATE: 10/12/60

TO: DIRECTOR, FBI (100-371091)
FROM: SAC, NEW YORK (100-100000)
SUBJECT: [Illegible]

RE: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 10th day of May, 2025, by and between Cobalt Realty LLC a Louisiana LLC, (herein called "Landlord"), and Charlene's Place LLC (herein called Tenant") doing business as Charlene's Place

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Tillman's Square (herein called the "Shopping Center"), said premises being known as 5441 Highway 90 West, Ste 1 Mobile, Alabama 36619 in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 4,100 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The Initial term of this lease shall be for THIRTY-SIX (36) months, commencing September 1, 2025, and expiring on August 31, 2028.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. (In any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term as defined in Section 1.03, then Landlord may, at its option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within Thirty (30) days after said ninety (90) day period.)

ARTICLE II

RENT

SECTION 2.01: Minimum Rent.

Term

5/10/2025 – 8/31/2025 FREE

9/1/2025 – 8/31/2028 \$10.45/sf + \$1.55/sf NNN = \$12.00/sf or \$4,100.00/month

All payments are due in advance on or before the first day of each month, at

**Cobalt Realty, LLC
7017 Perkins Road
Baton Rouge, LA 70808**

or such other place as may be designated by Landlord, without any prior demand therefore, and without any deduction or setoff whatsoever.

The amount of each of the said installments of rent shall be increased by TEN (10%) PERCENT if the same shall remain unpaid Ten (10) days after the date on which such installment shall be due. All such charges shall be secured as additional rents under this lease.

SECTION 2.02: Option to Extend

Tenant shall have ONE (1) option to extend the term of the lease for a period of THIRTY-SIX (36) MONTHS. Tenant shall notify Landlord in writing of its intention to exercise its option to extend the term of the lease no later than March 31, 2028.

The minimum rent rate during the option period will be:

9/1/2028 – 8/31/2031 \$11.62/sf + \$1.55/sf NNN = \$13.17/sf or \$4,500.00/month

SECTION 2.03: Additional Rent.

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

SECTION 2.04: Insurance and Common Area Maintenance.

Tenant shall pay its pro-rata share of all insurance carried by Landlord, and common area maintenance expense, all as described and set forth in Section 24.10 herein. Tenant's pro-rata share of these items shall be equal to the product obtained by multiplying said charges by a fraction, the numerator of which shall be the square foot area of Tenant's leased premises, and the denominator of which shall be the square foot area of the rentable area of shopping center building. Initially, Tenant's minimum charge for these items shall be Three Thousand, Two Hundred Eighty and 00/100—(\$3,280.00) Dollars per year month, which shall be Two Hundred

~~Seventy-Three and 34/100—(\$273.34)~~ Dollars per month and shall be paid in advance on or before the first day of each month. The additional rental provided for in this section may be billed separately for each item or expense, and may be recomputed and adjusted from time to time. All such additional rental shall become due and payable Thirty (30) days after notice from Landlord.

If the term of this lease shall begin on and /or terminate at a time other than the beginning (or ending, as the case may be) of a calendar year, in the event of an adjustment, a proper apportionment of the above charges shall be made to cover the fraction of a year included within the term of this lease.

SECTION 2.05: Property Taxes.

Tenant shall pay its pro rata share of all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center. Tenant's pro rata share of real estate taxes shall be the product obtained by multiplying said taxes by a fraction, the numerator of which shall be the square foot area of the leased premises and the denominator of which shall be the square foot area of the leasable area of the Shopping Center building. If the term of this lease shall begin on and/or terminate at a time other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said real estate taxes for the year shall be made to cover the fraction of a year included within the terms of this lease.

At Landlord's election which may be made and changed from time to time, Tenant shall pay its pro rata share of the estimated real property taxes and shall make the payments in advance in equal monthly installments which shall become due when each rental payment becomes due. The estimate of the taxes against the land and improvements in the Shopping Center, or against Landlord in respect thereof shall at Landlord's election be based upon the actual amount of the last taxes which have been assessed or shall be based upon an estimate projection or other statement in writing by the taxing authority. Tenant's pro rata share of such taxes shall be determined as provided in the preceding paragraph.

If Landlord elects to require Tenant to pay its pro rata share of the estimated taxes, an adjustment shall be made as soon as the actual taxes for the period, and Tenant's pro rata share thereof, can be determined; and Tenant shall promptly pay any deficiency, and Landlord shall promptly give credit for any overage.

Tenant's pro rata share of the taxes, whether payable on the basis of the actual taxes or the estimated taxes, shall be deemed to be additional rental due under this lease. If the actual taxes or the estimated taxes for the Shopping Center should increase at any time during a tax period, Tenant's pro rata share and Tenant's payments shall be appropriately increased.

Initially, Tenant's pro rata share of aforementioned taxes shall be Three Thousand Seventy-Five and 00/100—(\$3,075.00) Dollars per year, which shall be Two Hundred Fifty-Six and 25/100-- (\$256.25) Dollars per month payable in advance on or before the first day of each month.

SECTION 2.06: Security Deposit

Tenant shall deposit with Landlord the sum of Four Thousand One Hundred and 00/100 (\$4,100.00) Dollars as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. One-half of the security deposit shall be due and payable upon execution of the lease agreement and one-half shall be due and payable upon commencement of the lease agreement. It is agreed that in the event Lessee defaults in respect of

any of the terms, provisions and conditions of this lease, including but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

ARTICLE III

CONSTRUCTION, ALTERATION AND RELOCATION

SECTION 3.01: Landlord's Obligation.

Landlord shall, at its cost and expense, construct the leased premises for Tenant's use and occupancy substantially in accordance with plans and specifications prepared by Landlord or Landlord's architect. Any work in addition to any of the items specified in the plans and specifications shall be performed by Tenant at its own cost and expense. Any equipment or work other than those items specified in the plans and specifications which Landlord or Landlord's contractor installs or constructs in the leased premises on Tenant's behalf, shall be paid for by the Tenant prior to the date that Tenant opens its store for business. The taking of possession of the leased premises by Tenant shall be conclusive evidence that said premises were in good and satisfactory condition and fully completed in accordance with the terms of this lease at the time such possession was taken.

SECTION 3.02: Parking Facilities.

Landlord shall construct upon the shopping center site, at its own cost, access roads, footways and parking lots or facilities.

SECTION 3.03: Changes and Additions to Buildings.

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

SECTION 3.04: Tenant Shall Discharge All Liens.

Tenant shall promptly pay all its contractors and material men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

ARTICLE IV

CONDUCT OF BUSINESS BY TENANT

SECTION 4.01: Use of Premises

Tenant shall not use, permit or suffer the use of the premises or any part thereof for any purpose other than the following:

Lounge , Food & Beverage

Tenant agrees to conduct its business in the premises under the name or trade name of **CHARLENE'S PLACE** under no other name or trade name except such as may be first approved by Landlord in writing, and further that the premises are leased exclusively for said business and commercial purposes.

Tenant shall occupy the premises promptly after the commencement of the original term of this lease and thereafter continuously during the term of this lease and any renewal or extension thereof, and shall conduct in said premises the business permitted under this Section 6.01, using its best efforts at all times to obtain at the premises the highest volume of said permitted business possible.

SECTION 4.03: Storage and Office Space.

Tenant shall warehouse, store, and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes, only such space in the leased premises as in from time to time reasonably required for Tenant's business in the leased premises. No auction, fire or bankruptcy sales may be conducted in the leased premises without the previous written consent of Landlord.

ARTICLE V

COMMON AREAS AND FACILITIES

SECTION 5.01: Operation and Maintenance of Common Areas.

Landlord shall, at its own expense, operate and maintain the common areas and common facilities of the areas of the Shopping Center. Landlord shall maintain as common areas, the parking lots within the areas of the Shopping Center for the non-exclusive use (in common with such others as Landlord may prescribe) of Tenant, its agents, employees and customers for vehicle parking; provided, however, that such use shall be subjected to the provisions of Section 6.02 of this Article; and provided further that Landlord may, as it shall from time to time see fit, reduce the parking area by erecting on said parking area, store buildings or other structures or improvements of any kind.

SECTION 5.02: Control of Common Areas by Landlord.

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

LANDLORD: COBALT REALTY, LLC

BY: *Andre Brunl*
Andre Brunl, Member

Date: 5/23/25

Witness: *Patrice Cox*

TENANT: CHARLENE ADRIAN WEBB
doing business as CHARLENE'S PLACE LLC

BY: *Charlene Adrian Webb*
Charlene Adrian Webb

Date: 05/23/2025

Witness: *Patrice Cox*



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with ALAB Board (MUST match with ARC Board) - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Charlene's Place LLC				Trade Name (DBA) Charlene's Place			
Company Physical Address (Street Address, Suite #) 5441 Hwy 90 West Suite 1				City Mobile	State AL	Zip Code 36619	
Business Contact Person Information Name Charlene Webb				Title Owner	Phone (251) 767-0036	Email charlenesplace247@gmail.com	
URBAN DEVELOPMENT DEPARTMENT							
Building Sq Footage 4100	Parking Provided 14+	Parking Required 14	Compliance ✓	Zoning B-3	Approved ✓		
Comments EXISTING LOUNGE SITE							
Print Name CALDWELL C. WHISTLER				Signature Caldwell C. Whistler		Date 7-22-2025	

Revision Date 10/23/2023

Planning and Zoning

50 parking spaces in front of Unit 1 – there are 936 total on the lot... size 9' x 18'

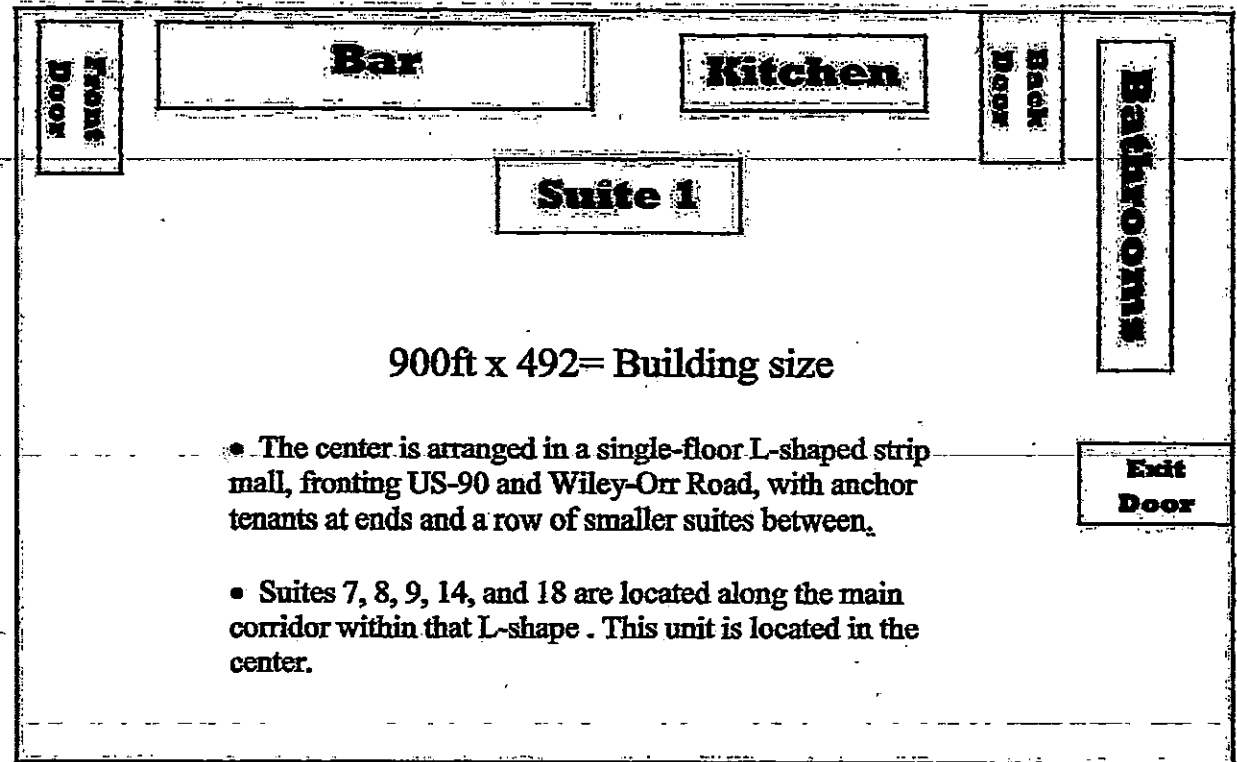
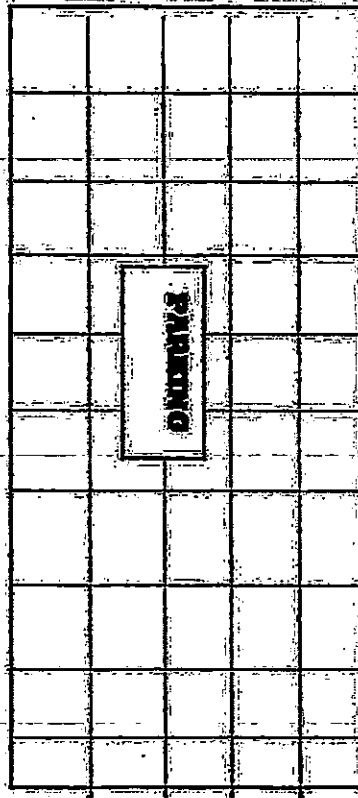
CHARLENE'S PLACE, LLC

LOCATED IN TILLMAN'S SQUARE SHOPPING CENTER

30 FT WIDE

Highway 90

30 FT WIDE



The primary property at 5441 Highway 90 West, Mobile, AL 36619 is part of the Tillman's Square shopping center.

Lot Size & Dimensions

- **Lot Size:** Approximately 10.18 acres ($\approx 443,440 \text{ ft}^2$)
- **Frontage:**
 - ~938 feet along US-90 (Highway 90 West)
 - ~895 feet along Wiley Orr Road
- **Total interior building area:** ~104,623 ft



Planning & Zoning Department

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

PERMIT NUMBER

ZC-157873-2025

Issue Date: 07/11/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023308272000003.02	5441 90 W 2	2

Business Name	Issued To	Zoning Districts
CHARLENE'S PLACE	Name: CHARLENE WEBB Company: CHARLENE'S PLACE Address: 5441 Us 90 Hwy W STE 1 MOBILE, AL 36619 Phone: (251) 298-3943	B-3

This Zoning Classification Allows the property to be used for:

RESTAURANT/LOUNGE

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **110 HYLAND AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7 and 8; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **110 HYLAND AVENUE** described as:

**LOTS 48 & 49 HYLAND PL DBK 111 PG 1 #SEC 23 T4S R1W #MP29
07 23 0 003**

Parcel Number: 29 07 23 0 003 215.001

Last Assessed to: KIRKSEY BRANDON D & JESSICA KIRKSEY

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in black ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **110 HYLAND AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **KIRKSEY BRANDON D & JESSICA KIRKSEY** IS A PUBLIC
NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 07 23 0 003 215.001

COUNCIL DISTRICT 1 – CORY PENN

**LEGAL DESCRIPTION: LOTS 48 & 49 HYLAND PL DBK 111 PG 1 #SEC 23 T4S R1W #MP29 07 23
0 003**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

110 HYLAND AVE

Property Details

PARCEL KEY	01734653	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	X
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/29/2024	COMMENTS	

Property Score

SCORE 42 62 SCORE DESCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-30-24

Noted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/03/2025

Property Address: 110 Hyland Avenue **District No:** 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

































Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 110 Hyland Avenue.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

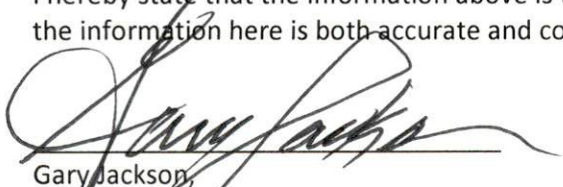
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Brandon D. Kirksey
Jessica Kirksey
110 Hyland Avenue
Mobile, AL 36607-2906

June 12, 2025

**RE: 110 Hyland Avenue
Project Number: ME-154-24**

Dear Brandon D. Kirksey & Jessica Kirksey:

On June 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 110 Hyland Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

**LOTS 48 & 49 HYLAND PL DBK 111 PG 1 #SEC 23 T4S R1W #MP29
07 23 0 003**

Parcel Number: 29 07 23 0 003 215.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

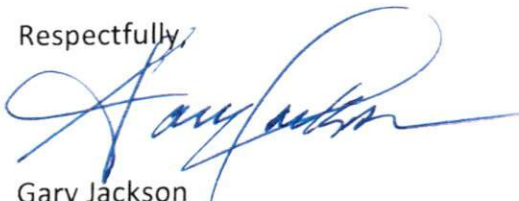
- IV. **NOTICE** is hereby given that on **August 5, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 110 Hyland Avenue

Date: December 30, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 26, 2024

Per the Title Report, the owner is: Brandon D. Kirksey and Jessica Kirksey

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Brandon D. Kirksey
Jessica Kirksey
110 Hyland Ave
Mobile AL 36607-2906 | Subject/location address – owners |
| 2 | Brandon D. Kirksey
Jessica Kirksey
4100 Wales Dr Apt 102
Virginia Beach VA 23452-1546 | LexisNexis address good 8/2024 – Revenue
Commission mailing address good 2022 - 2024 |
| 3 | Brandon D. Kirksey
Jessica Kirksey
101 Whimbrel Dr
Suffolk VA 23435-3713 | LexisNexis address good 11/2024 – Phone
numbers are 757-614-9217, 757-892-0688 and
757-729-3652 good 2024 |

TAX STATUS: 2024 PROPERTY TAXES ARE PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Brandon D Kirksey & Jessica Kirksey, filed 10/8/2024, recorded 12/13/2024, instrument number 2024076195.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1258 CONGRESS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 9; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1258 CONGRESS STREET** described as:

LOT 3 BLK 27 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W
#MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 088

Last Assessed to: GULLETTE MARYLIN C

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1258 CONGRESS STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **GULLETTE MARYLIN C** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 007 088

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOT 3 BLK 27 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W #MP29
06 40 0 007**

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1258 CONGRESS ST

Property Details

PARCEL KEY#	00748837	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	N
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	60	SCORE DESCRIPTION	Demo
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Notes

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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

9-16-24

Noted 4 to 1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/10/2025

Property Address: 1258 Congress Street **District No:** 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☒ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.























Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 1258 Congress Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

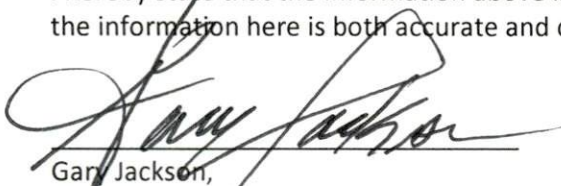
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Marylin C. Gullette
3000 Lindholm Drive East Ste C
Mobile, AL 36693-3540

June 12, 2025

RE: 1258 Congress Street
Project Number: ME-139-24

Dear Marylin C. Gullette:

On June 10, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1258 Congress Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 3 BLK 27 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W
#MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 088

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

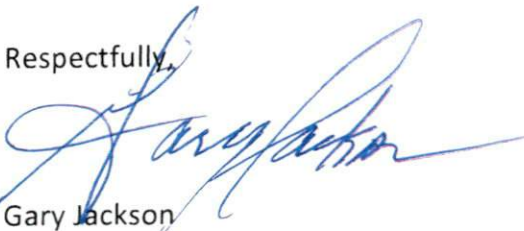
- IV. **NOTICE** is hereby given that on August 5, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1258 Congress Street

Date: December 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 17, 2024

Per the Title Report, the owner is: Marilyn C. Gullette

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Marilyn C. Gullette
1258 Congress St
Mobile AL 36603-5450 | Location/subject address |
| 2 | Marilyn C. Gullette
3000 Lindholm Dr E Ste C
Mobile AL 36693-3540 | Owner – LexisNexis address good 11/2024 –
Revenue Commission mailing address good 2008
– 2024 – Phone numbers are 251-327-8887, 251-
342-0946 and 228-342-0946 good 2024 |

TAX STATUS: 2024 PROPERTY TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Marilyn C Gullette, filed 9/17/2024, recorded 12/13/2024, instrument number 2024076187.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **265 CUBA STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7 and 8; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **265 CUBA STREET** described as:

**LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF
CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007**

Parcel Number: 29 06 40 0 007 120

Last Assessed to: KEMP DEBORAH

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **265 CUBA STREET**. OWNED BY OR MAY HAVE AN INTEREST: **KEMP DEBORAH** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 01 11 2 000 205

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

265 CUBA ST

Property Details

PARCEL KEYX	00749177	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	N
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	69	SCORE DESCRIPTION	Demo
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Notes

CC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-16-24

Notes 3 to 2 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/03/2025

Property Address: 265 Cuba Street

District No: 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.





























Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 265 Cuba Street.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

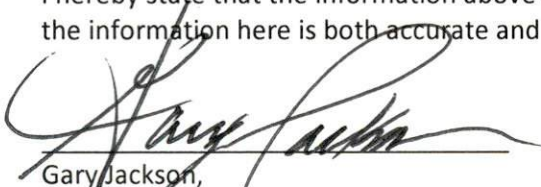
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owner
265 Cuba Street
Mobile, AL 36603-5439

June 12, 2025

RE: 265 Cuba Street
Project Number: ME-141-24

Dear Owner:

On June 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 265 Cuba Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 31 BLK 29 CAMP GROUND T RT MBK 1 P 12 BEING SW COR OF
CUBA & ADAM STS #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 120

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

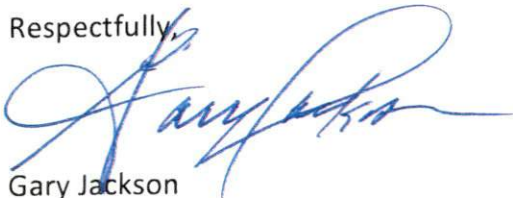
- IV. **NOTICE** is hereby given that on August 5, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 265 Cuba Street Date: December 10, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 6, 2024

Per the Title Report, the owner is: Fee simple is vested in Deborah Kemp

Notes: Pamela Lee is listed per unreleased vendors lien deed. Pamela Lee quit claimed property over to Deborah Kemp.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Owner
265 Cuba St
Mobile AL 36603-5439 | Subject/location address |
| 2 | Pamela Lee
3050 Warren St
Mobile AL 36612-1520 | Owned per will case 2021-2505 – unrecorded quit claim deed over to Deborah Kemp – Phone number 251-680-1079, 251-476-2169 good 2024 |
| 3 | Pamela Lee
500 Dauphin Island Pkwy Apt 1
Mobile AL 36606-1227 | LexisNexis address good 12/2024 – Revenue Commission website mailing address good 2021-2022 |
| 4 | Deborah Kemp
2220 Clement St
Mobile AL 36617-2403 | Owner per quit claim deed – Revenue Commission website mailing address good 2023-2024 – Phone numbers are 251-367-1690, 251-422-6746 and 251-391-1103 good 9/2024 |

TAX STATUS: 2024 TAXES DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages

5 Thomas Henderson Kerr
4230 Sanders VW Apt 104
Colorado Springs CO 80916-
3920

Owner of VLD 4860-446 Loan Term Payout in
2015 – no cancellation found per title report –
Phone number is 781-862-5870 good 2024

Lis Pendens

Lis Pendens – City of Mobile vs Deborah Kemp, filed 8/29/2024, recorded 10/9/2024,
instrument number 2024064221

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1303 E GULF FIELD DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15;** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1303 E GULF FIELD DRIVE** described as:

LOT 106 GULF FIELD MBK 6 P 291 #SEC 52 T5S R1W #MP32 01 52
0 005

Parcel Number: 32 01 52 0 005 011

Last Assessed to: CAINHATCH INVESTMENTS LLC
ATTN STEVE HATCHER

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1303 E GULF FIELD DRIVE**. OWNED BY OR MAY HAVE AN INTEREST: **CAINHATCH INVESTMENTS LLC ATTN STEVE HATCHER** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 01 52 0 005 011

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DESCRIPTION: LOT 106 GULF FIELD MBK 6 P 291 #SEC 52 T5S R1W #MP32 01 52 0 005

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1303 GULF FIELD DRIVE EAST

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	10/29/2024	Comments	

Property Score

Score	63	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☐

APPROVAL DATE 11-18-24

Voted 5 to 0 For Secure



























NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/03/2025

Property Address: 1303 Gulf Field Drive East **District No:** 3

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 1303 E. Gulf Field Drive.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

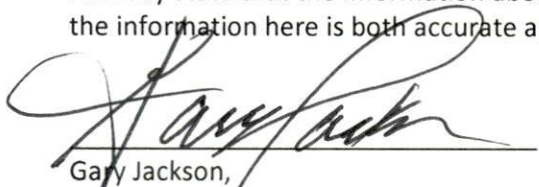
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Cainhatch Investments, LLC
c/o Steve Hatcher & James Cain
1303 Gulf Field Drive East
Mobile, AL 36605

June 12, 2025

**RE: 1303 Gulf Field Drive East
Project Number: ME-159-24**

Dear Cainhatch Investments, LLC c/o Steve Hatcher & James Cain:

On June 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1303 Gulf Field Drive East.

I. **PROPERTY** The legal description of the Property is as follows:

**LOT 106 GULF FIELD MBK 6 P 291 #SEC 52 T5S R1W #MP32 01 52
0 005**

Parcel Number: 32 01 52 0 005 011

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **August 5, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1303 Gulf Field Drive

Date: January 10, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 9, 2025

Per the Title Report, the owner is: Cainhatch Investments, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Cainhatch Investments, LLC
c/o Steve Hatcher &
James Cain
1303 Gulf Field Dr
Mobile AL 36605 | Owners – Location/subject property |
| 2 | Cainhatch Investments, LLC
c/o Steve Hatcher
7290 Wigfield Rd
Mobile AL 36619-7106 | Address on deed – Mailing address of principle agent on Secretary of State of Alabama website. LexisNexis address good 7/2024 |
| 3 | Cainhatch Investments, LLC
c/o Steve Hatcher
3156 Emogene St
Mobile AL 36606-5004 | LexisNexis address good 10/2024 – Phone numbers are 251-610-7059, 251-865-6020 good 2024 |
| 4 | Cainhatch Investments, LLC
c/o James Cain
29474 Oakstone Dr
Daphne AL 36526 | Mailing address for manager per Secretary of State of Alabama website and articles of Inc. Lexis address good 10/2024. Phone numbers are 251-379-7889, 251-621-9274 and 251-232-1116 good 2024 |
| 5 | Cainhatch Investments, LLC
c/o James Cain
2139 S Oak St
Loxley AL 36551-4431 | LexisNexis address good 10/2024 |
| 6 | Cainhatch Investments, LLC
5451 Bellefield Dr N
Theodore AL 36582-2303 | Revenue Commission website mailing address |

RESOLUTION

Sponsored by: Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **1401 VEGA DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1401 VEGA DRIVE** described as:

LOT 15 BLK E SKYLAND PARK U NIT 2 MBK 6/95 #SEC 11 T5S R2W
#MP33 01 11 2 000

Parcel Number: 33 01 11 2 000 205

Last Assessed to: BYRD BRET LEE & BARBARA RUTH VANDERHOOF

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in black ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1401 VEGA DRIVE**. OWNED BY OR MAY HAVE AN INTEREST: **BYRD BRET LEE & BARBARA RUTH VANDERHOOF** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 01 11 2 000 205

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DESCRIPTION: LOT 15 BLK E SKYLAND PARK U NIT 2 MBK 6/95 #SEC 11 T5S R2W

#MP33 01 11 2 000

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1401 VEGA DRIVE

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y G
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	01/10/2025	Comments	

Property Score

Score	43 63	Score Description	REVIEW COMM
-------	-------	-------------------	-------------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-13-25

Notes 4 to 0 for Demolition
J

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/03/2025

Property Address: 1401 Vega Drive

District No: 4

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.























Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 1401 Vega Drive.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

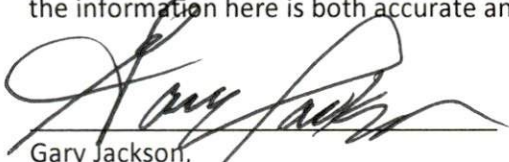
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Bret Lee Byrd
1401 Vega Drive
Mobile, AL 36693-4659

June 12, 2025

RE: 1401 Vega Drive
Project Number: ME-002-25

Dear Bret Lee Byrd:

On June 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1401 Vega Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 15 BLK E SKYLAND PARK U NIT 2 MBK 6/95 #SEC 11 T5S R2W
#MP33 01 11 2 000

Parcel Number: 33 01 11 2 000 205

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on August 5, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1401 VEGA DRIVE

Date: February 3, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 3, 2025

Per the Title Report, the owner is: Bret Lee Byrd and Barbara Ruth Vanderhoof

NOTES: Barbara Ruth Vanderhoof is deceased as of 8/25/2024, leaving Bret Lee Byrd as fee simple owner by survivorship clause in deed BK 7632 Pg 1349.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Bret Lee Byrd
1401 Vega Dr
Mobile AL 36693-4659 | Location/subject address – Owner – Phone number
is 251-591-0422 good 9/2024 – LexisNexis
address good 11/2024 |
| 2 | Tonya Henson
1319 Creekway Dr
Mobile AL 36605-3770 | Paid property taxes in 2024 – Phone numbers are
251-442-6797, 251-490-9023, 251-607-1130 and
251-654-2895 good 2024 – LexisNexis address
good 10/2024. Tonya is listed as the sister of the
owner in LexisNexis under relatives. |
| 3 | Tonya Henson
1131 Abilene Dr W
Mobile AL 36695-5019 | LexisNexis address good 2/2024 |
| 4 | Tonya Henson
2006 Creekwood Place Ct
Mobile AL 36695-4042 | LexisNexis address good 11/2024 |
| 5 | Samantha Ford
540 Becky Ln
Mobile AL 36695-3300 | Paid property taxes in 2020. Phone numbers are
850-905-7853, 251-442-8326, 251-358-1662 good
2024 – LexisNexis address good 11/2024 |
| 6 | Samantha Ford
4663 Ridge Pointe Dr
Milton FL 32571-1332 | LexisNexis address good 10/2024 |

**TAX STATUS: 2024 TAXES ARE DELINQUENT AND DUE
BY MAY 2025 OR WILL GO INTO THE TAX LIEN SALE**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances “adopted December 5, 2017, the accessory structure at **801 E I65 SERVICE ROAD SOUTH** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 7, 8 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **801 E I65 SERVICE ROAD SOUTH** described as:

LOT 1 BEL AIR MALL S/D MBK 133 PAGE 10 #SEC 28 T4S R2W
#MP28 07 25 1 000

Parcel Number: 28 07 25 1 000 004

Last Assessed to: BEL AIR INVESTMENT LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolish** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

July 29, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in black ink, appearing to be 'G. Jackson', written over the text of the 'FR' field.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, August 5, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **801 E I65 SERVICE ROAD SOUTH**. OWNED BY OR MAY HAVE AN INTEREST: **BEL AIR INVESTMENT LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 07 25 1 000 004

COUNCIL DISTRICT 5 – JOEL DAVES

LEGAL DESCRIPTION: LOT 1 BEL AIR MALL S/D MBK 133 PAGE 10 #SEC 28 T4S R2W #MP28 07 25 1 000

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

801 E I-65 SERVICE ROAD SOUTH

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/27/2025	Comments	

Property Score

Score	63	Score Description	DEMO
-------	----	-------------------	------

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-9-25

Notes 460 for Demolition J

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 06/06/2025

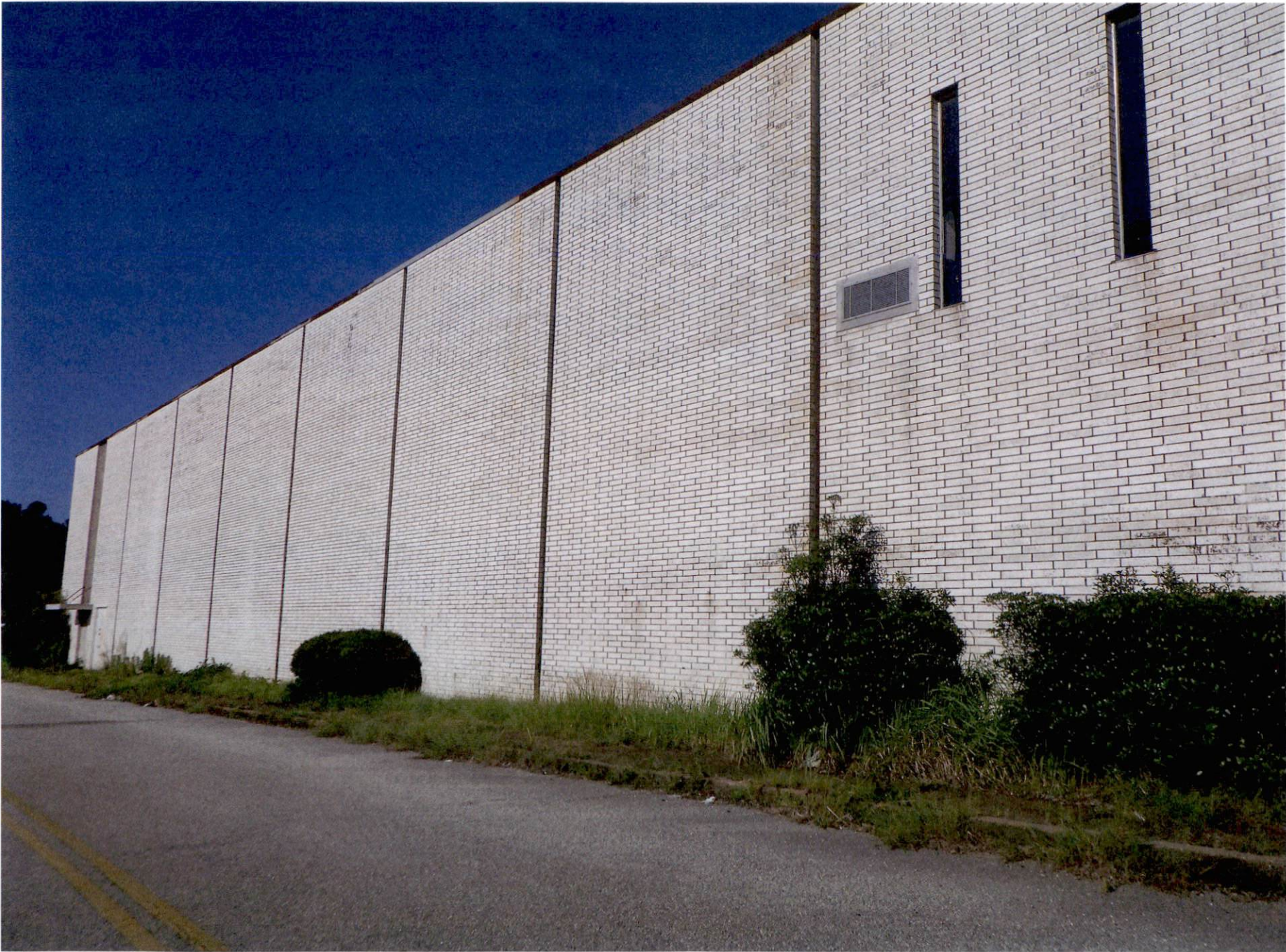
Property Address: 801 E I-65 Service Road South

District No: 5

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















MAY 27 2025



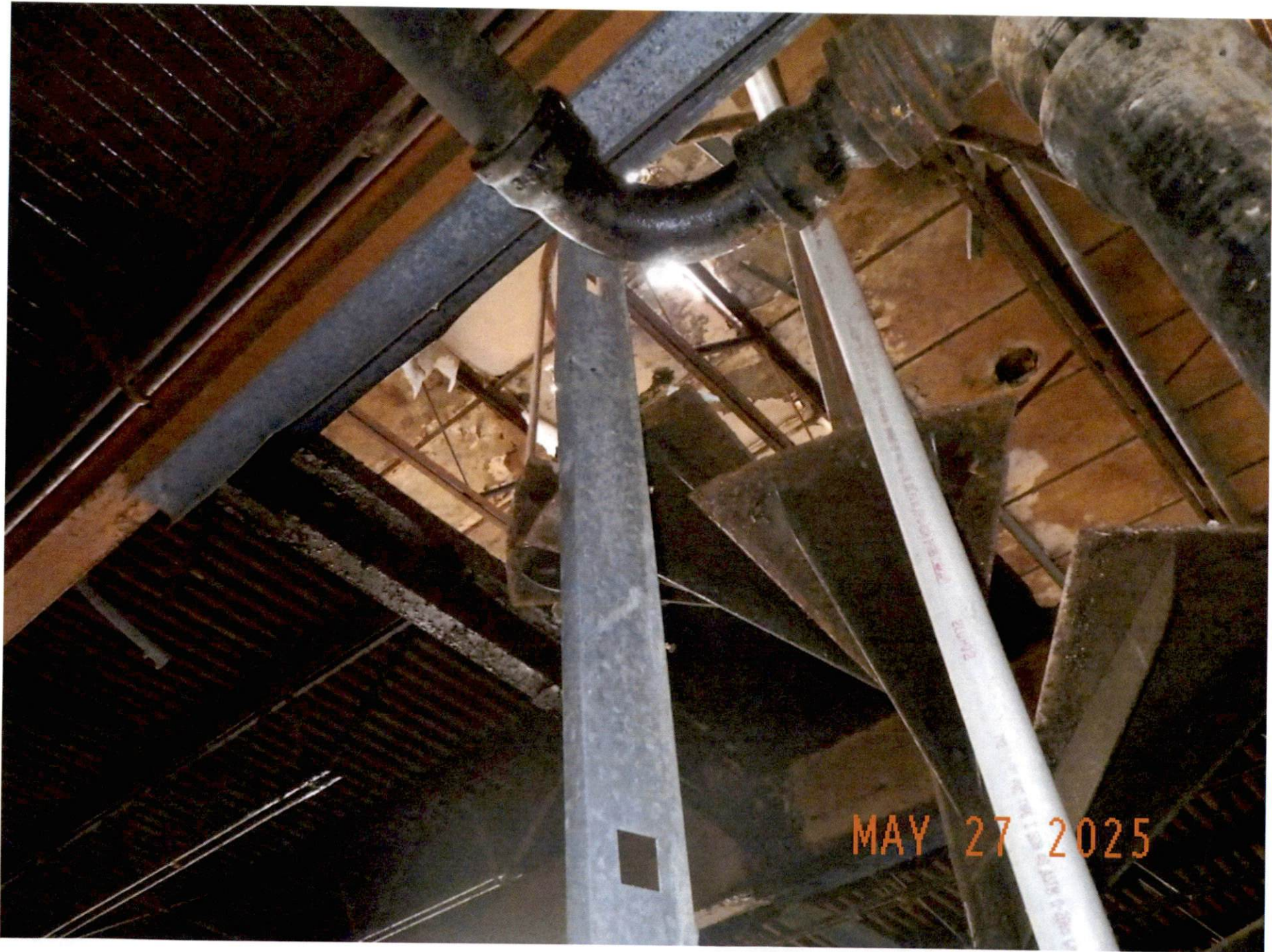




MAY 27 2025











Affidavit of Mailed Notice



July 29, 2025

State of Alabama
County of Mobile

Subject Property – 801 E. I-65 Service Road South.

My name and official title is David Daughenbaugh, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1536 or by email address Daughenbaugh@cityofmobile.org.

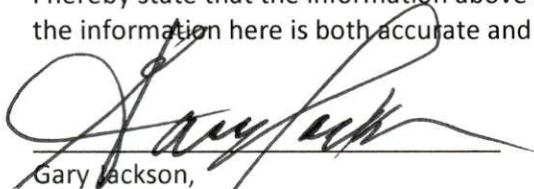
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 8 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Bel Air Investment LLC
801 E. I65 Service Road South
Mobile, AL 36607

June 12, 2025

RE: 801 E. I65 Service Road South
Project Number: ME-024-25

Dear Bel Air Investment LLC:

On June 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 801 E. I65 Service Road South.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 1 BEL AIR MALL S/D MBK 133 PAGE 10 #SEC 28 T4S R2W
#MP28 07 25 1 000

Parcel Number: 28 07 25 1 000 004

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **July 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **July 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **July 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **July 27, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **August 5, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 801 E I65 Service Road South

Date: May 28, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 28, 2025

Per the Title Report, the owner is: Fee Simple Title is vested in Bel Air Investment LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|--|
| 1 | Bel Air Investment LLC
801 E I65 Service Rd S
Mobile AL 36607 | Subject/Location address |
| 2 | Bel Air Investment LLC
c/o Mohamed Shakora
PO Box 160812
Mobile AL 36616-1812 | Revenue Commission mailing address from 2021 to 2025. C/O owner LexisNexis address good 2/2002 to 3/2025. Phone 251-610-1642 good 4/2025 |
| 3 | Bel Air Investment LLC
c/o Mohamed Shakora
1579 Rockstone Ln Unit 5
Mobile AL 36695-2306 | LexisNexis address good 2/2025 |
| 4 | Bel Air Investment LLC
c/o Stephen J. Harvey
11 North Water St 13 th Floor R
Mobile AL 36602-3809 | Secretary of State of Alabama website address of Registered Agent. |

TAX STATUS: 2024 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages

- | | | |
|---|--|---|
| 5 | BankPlus Loan Operations
385A Highland Colony Pkwy
Ste 110
Ridgeland MS 39157 | Mortgage Instrument number 2021027281
recorded 4/29/2021 |
|---|--|---|

- | | | |
|---|---|---|
| 6 | BankPlus
Mobile Montlimar
1141 Montlimar Dr Ste 3010
Mobile AL 36609 | Secondary address listed on mortgage |
| 7 | BankPlus
1068 Highland Colony Pkwy
Ridgeland MS 39157 | Alabama Secretary of State website Principle
Mailing Address |
| 8 | BankPlus
c/o C T Corporation System
2 North Jackson St Ste 605
Montgomery AL 36104 | Alabama Secretary of State website Registered
Agent |

Lis Pendens: NONE



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: July 29, 2025

SUBJECT: Repeat Weed Lien Invoices G-90

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 90. Please place these on the City Council's Agenda for August 5, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER					5450	
		GROUP 90					Res. No.	
5/23/2025		1st REPEAT WEED LIEN LETTERS SENT					11-058	
8/5/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		Old SRO		New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	1060 Congress St	2		50530	4/2/2024	1	\$ 275.00	
2	512 Oak Dr Ct	2		50531	9/20/2022	2	\$ 375.00	
3	620 Belsaw Ave	2		50532	2/20/204	1	\$ 275.00	
4	2905 Pages Lane	1		50533	11/15/2022	1	\$ 275.00	
5	905 Major St	1		50534	2/20/2024	1	\$ 605.00	
6	1209 Jessie St	1		50535	9/10/2024	1	\$ -	N/A
7	504 Maple St	2		50536	7/2/2024	1	\$ 275.00	
8	1568 Colgin St	3	44491	50537	6/14/2022	1	\$ 275.00	
9	7103 Tenth St	7		50538	8/30/2022	1	\$ 275.00	
10	0 Noble C Beasley Ave	1		50539	2/28/2025	1	\$ 50.00	
	Par No (29 02 44 0 014 294.001)							
11	260 Rylands St	2		50540	1/23/2024	2	\$ 375.00	
12	257 Rylands St	2		50541	8/16/2022	3	\$ 911.35	
13	218 Rylands St	2		50542	2/14/2023	3	\$ 475.00	
14	219 Rylands St	2		50543	8/13/2024	1	\$ 275.00	
15	0 Cuba St	2		50544	10/25/2022	2	\$ 375.00	
	Par No (29 06 40 0 007 226.XXX)							
16	0 Cuba St	2		50545	10/25/2022	1	\$ 275.00	
	Par No (29 06 40 0 007 225.XXX)							
17	1342 Lola St	2		50546	6/7/2022	4	\$ 576.89	
18	1154 Newman Lane	2		50547	3/7/2023	3	\$ 475.00	
19	0 Roach/Butler St	1		50548	11/15/2022	2	\$ 393.00	
	Par No (29 02 44 0 012 223.XXX)							
20	302 Lexington St	2		50549	8/16/2022	1	\$ 275.00	
21	2726 Emogene St	1		50550	12/5/2023	2	\$ 795.00	
Total							\$7,881.24	
District total for this group		Numbers of lots cut						
1	6			1	8			
2	13			2	4			
3	1			3	2			
4	0			4	0			
5	0			5	2			
6	0			6	0			
7	1			7	0			
	21				16			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Handwritten signature: Mary Fichte 7/30/25
Handwritten signature: Marcheth Jante 7-30-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **BRADLEY TOMICA L**
Address: **2936 PALOMINO DR E**
City, State, Zip: **MOBILE, AL 36693**
Repeat Group Number: **90** Item # **1**

Lot Description: **LOT 19 SQR 23 DBK 65 P 586 BEG AT PT ON N/S OF CONGRESS ST 120 FT 5 IN W W OF PINE ST THEN RUNG W-LY ALG N/S OF CONGRESS ST 46 FT TO PT THEN N-LY ON W/L OF 151 FT 6 INS THEN E-LY 36 FT 4 INS THEN S-LY 15 FT THEN E-LY 4 FT 2 INS THEN S-LY 136 FT 6 INS TO PT OF BEG & BEING KNOWN AS 1060 CONGRESS ST #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 484.XXX) 1060 CONGRESS ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,362	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY
Harshetta Jantz
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **DEES ROBERT E**
Address: **512 OAK DR**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **90** Item # **2**

Lot Description: **LOT 11 BLK 2 OAK DR CT MBK 4/484 #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 013.XXX) 512 OAK DR**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,350	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E Dean
SECRETARY
Marquette Gail
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **JONES JOHNNY A**
Address: **5091 WASHINGTON BLVD**
City, State, Zip: **THEODORE, AL 36582**
Repeat Group Number: **90** Item # **3**

Lot Description: **LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25 T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVE**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Deane
SECRETARY

Marchetta J. Tate
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **ROWE KEVIN & PAMELA**

Address: **1628 NORTHVIEW DR**

City, State, Zip: **MOBILE, AL 36618**

Repeat Group Number: **90** Item # **4**

Lot Description: **LOT 3 BLK M NEESES ADD TO CRICHTON MBK 4 N S P 168 #SEC 18 T4S R1W #MP29 08 18 1 0022 (29 08 18 1 002 086.XXX) 2905 PAGES LN**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,705	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Dean

SECRETARY

Marchetta Darte

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **WILSON JOSIE**
Address: **607 JAMWOOD DR**
City, State, Zip: **MOBILE, AL 36606-2830**
Repeat Group Number: **90** Item # **5**

Lot Description: **LOT 16 BLK 3 TOULMINVILLE H EIGHTS FIRST ADD DBK 132 P 306 SECT 44 T4S R1W
#SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 086.XXX) 905 MAJOR ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	1,775	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		5	\$ 3.00	\$ 15.00
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 605.00

Shelia E. Dean
SECRETARY
Marshalla Tate
INSPECTOR
Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **WYATT LEONARD C SR &
GRACE Y WYATT**

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **90** Item # **7**

Lot Description: **LOT 18 BLK 12 FISHER TRT DB K 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 326.XXX) 509 MAPLE ST**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,100	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. D. Sew

SECRETARY

Marcella J. Jantz

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **LEIBOWITZ HOWARD**

Address: **P. O. BOX 1857**

City, State, Zip: **PINE RIDGE, SD 57770**

Repeat Group Number: **90** Item # **8**

Lot Description: **LOT 54 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005 (29 10 28 4 005 074.XXX) 1568 COLGIN ST**

Nuisance Date: **5/23/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,353	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **DAILEY CLEVELAND, NOLA, GLADYS,
MARY L DAILEY & ALBERTA RANKINS
C/O LILLIE ALBERTA DAVISON**
Address: **P. O. BOX 338**
City, State, Zip: **FRISCO CITY, AL 36445**
Repeat Group Number: **90** Item # **9**

Lot Description: **LOTS 35 & 36 BLK 20 MOBILE TERRANCE S/D DBK 156 P 540- 559 #SEC 18 T5S R2W
#MP28 04 18 1 003 (28 04 18 1 003 044.XXX) 7103 10TH ST**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,088	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Dean
SECRETARY

Marquette J. J. J.
INSPECTOR

Anthony Hayes
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 29, 2025

Lot Owner: **NICKYS INVESTEMENT GROUP LLC**
Address: **3357 BROOKLYNS WAY W**
City, State, Zip: **SEMMES AL, 36575**
Repeat Group Number: **90** Item # **10**

Lot Description: **LOT 1 BEY ESTATES MBK 133/76 (29 02 44 0 014 294.001) 0 NOBLE C BEASLEY AVE/
1867 PRICHARD AVE**

Nuisance Date: **5/23/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft 145,579		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Marchetta Daulte

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

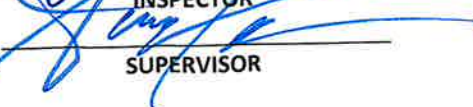
Lot Owner: **HONEY BEE REAL ESTATE LLC**
Address: **206 CONGRESS ST UNIT A**
City, State, Zip: **MOBILE, AL 36603**
Repeat Group Number: **90** Item # **11**

Lot Description: **LOT 8 BLK 29 CAMP GROUND TRT MBK 1 P 12 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 139.XXX) 260 RYLANDS ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,305	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **COAXUM JARRID**
Address: **20 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603-2301**
Repeat Group Number: **90** Item # **12**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANG WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,668	\$ 0.0125	\$ 208.35
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 911.35

Shelia E. Deane

SECRETARY

Marichetta D. Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **BOGGAN SAMUEL JR**
Address: **6652 KINGS BRANCH DRIVE N**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **90** Item # **13**

Lot Description: **COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 157.XXX) 218 RYLANDS ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,587	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 475.00

Shelia E. Deaw
SECRETARY
Marchetta Tate
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **ROBERTS MILDRED MCALEER**
Address: **119 SCARBOROUGH RD**
City, State, Zip: **CENTERVILLE, GA 31028**
Repeat Group Number: **90** Item # **14**

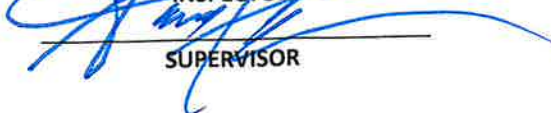
Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,453	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **Alabama Dept. of Revenue**
ATTN: Shelly Tice
Property Tax Division
P. O. Box 327210
Address: **Montgomery, AL 36132-7210**
City, State, Zip:
Repeat Group Number: **89** Item # **15**

Lot Description: **PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 226.XXX) 202 CUBA ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean

SECRETARY

Marchetta Tice

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

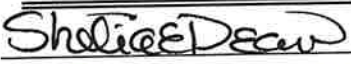
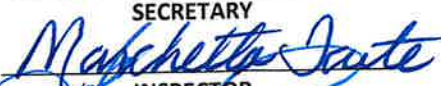
July 29, 2025

Lot Owner: **TRAINER SHIRLEY M**
Address: **1665 VAN DORN ST**
City, State, Zip: **MOBILE, AL 36605-2007**
Repeat Group Number: **90** Item # **16**

Lot Description: **THAT CERTAIN LOT OF LAND ON E/S OF CUBA ST BDED BY LINE DESC AS FOLLS- BEG AT PT ON E/S OF CUBA ST 129.03 FT S OF SE COR OF CUBA ST & CAMP ST THEN RUN S-LY ALG E/L OF CUBA ST 27.72 FT THEN WITH DEFL ANG TO LT 70 DEG 40 MIN RUN E-LY ALG LINE OF FENCE DIS OF 110 FT TO PT THEN WITH DEFL ANG TO LT 109 56 MIN RUN N-LY DIS OF 26.3 FT TO PT THEN WITH DEFL ANG TO LT 70 DEG 48 MIN RUN N-LY DIS OF 110 FT TO PT OF BEG BEING A PORTION OF LOT 3 TOUART SUB OF HASTIE TRT DBK 90 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 225.XXX) 200 CUBA ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,970	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

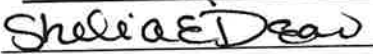
July 29, 2025

Lot Owner: **WRIGHT WILLIE MAE**
C/O JANIE WRIGHT FEURTADO
Address: **2354 NORTHERN OAK DR**
City, State, Zip: **BRASELTON, GA 30517**
Repeat Group Number: **90** Item # **17**

Lot Description: **LOTS 1 & 2 BEING ON N/S LOL A ST LOUIS TOUART SUB DBK 9 0 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 156.XXX) 1342 LOLA ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,151	\$ 0.0125	\$ 126.89
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	4	\$ 100.00	\$ 400.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 576.89



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INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 29, 2025

Lot Owner: **MCRAE ELIZABETH & CHARLES**
% LULA GRAHAM

Address: **1103 SUMMERVILLE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **90** Item # **18**

Lot Description: **LOT 66 BATTOTTI PLACE DBK 9 3 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 103.XXX) 1154 NEWMAN ST**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: Mr. Anthony Hayes

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,550	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 475.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 29, 2025

Lot Owner: **MARSHALL FREDRICK A
& BRENDA L MARSHALL**

Address: **1624 HAND AVE**

City, State, Zip: **WHISTLER, AL 36612-1762**

Repeat Group Number: **90** Item # **19**

Lot Description: **LOTS 7 & 8 BLK 10 LINCOLN PARK 2 MBK 4/284 GRT SEC 44 T4S R1W #SEC 44 T4S R1W
#MP29 02 44 0 012 (29 02 44 0 012 223.XXX) 1602 ROACH ST**

Nuisance Date: **5/23/2025**

Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		11,495	\$ 0.0125	\$ 143.69
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 393.69

Shelia E. Dean
SECRETARY

Myahetta Dute
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice July 29, 2025

Lot Owner: **MOORE GEO, LEASIE M, MARY ELVE,**
C/O MOORE, GEO, LEASIE M, MARY ELVE
Address: **2 STONE BLVD**
City, State, Zip: **MASSAPEQUA, NY 11758-6971**
Repeat Group Number: **90** Item # **20**

Lot Description: **BEG E/S LEXINGTON AVE 30 FT N-LY OF SW COR LOT 14 BLK 6 LEXINGTON HGTS DBK 70
P 126 RUN ELY 148 FT TH NLY 26.5 FT THEN WLY 148 FT THEN SLY 26.5 FT TO BEG
BEING PT LOT S 14 & 15 BLK 6 SAID SUB #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07
25 0 005 029.XXX) 302 LEXINGTON ST**

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anothny Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,848	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

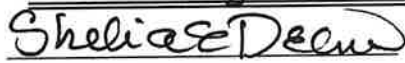
Repeat Lot Cleaning Invoice
July 29, 2025

Lot Owner: **POWERS REBA L**
Address: **153 W BARATARA DR**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **90** Item # **21**

Lot Description: **LOT 5 BLK G RESUB OF WESTLAWN MBK 4 P 516 #SEC 19 T4S R1W #MP29 08 19 4 001**
(29 08 19 4 001 011.XXX) 2726 EMOGENE ST

Nuisance Date: **5/23/2025**
Date lot was cut: **7/21/2025** Contractor: **Mr. Anthony Hayes**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,997	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 795.00



SECRETARY



INSPECTOR



SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 90** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$1,000.00 to **Mobile Bay Area Veterans Commission**, from the District 4 Discretionary Fund (10041020 42080); and*

WHEREAS, **Mobile Bay Area Veterans Commission**, 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 **Mobile Bay Area Veterans Commission**, will be used to *assist with Veterans Day events on November 11, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Mobile Bay Area Veterans Commission**, 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

03-1059

2025

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, William S. Stimpson, Mayor, pursuant to Mobile City Code Section 44- 75(c), has nominated the below named individuals to serve on the Architectural Review Board;

BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF MOBILE hereby appoints the following individuals to serve on the Architectural Review Board, as follows:

Barja Wilson, effective immediately for a 1-year term ending August 5, 2026.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached construction engineering and inspection services contract is between Neel-Schaffer, Inc. and the City of Mobile for the amount of \$1,870,132.75. The scope of work for this contract includes project inspection and observation, ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout. The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St. Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way. This contract will be funded by Federal Highway Administration STP (Surface Transportation Program) Funds (MPO/ALDOT) and City matching funds.

Amount of Contract:

\$1,870,132.75

Funding Source

G-STLOUIS

ATTACHMENTS:

1. CEI Cover Letter St Louis CE&I
2. St LouisCE&I_Agreement_RESOLUTION
3. ST LOUIS CEI CONTRACT NSI SIGNED

REVIEWERS:

Jennifer Greene

Nicholas Amberger

Laura Angle
Cherlina Monteiro
James Barber



July 29, 2025

Dear Councilmembers:

The attached construction engineering and inspection services contract is between Neel-Schaffer, Inc. and the City of Mobile for the amount of \$1,870,132.75. The scope of work for this contract includes project inspection and observation ensuring compliance with plans and specifications, daily record keeping, material testing services and project closeout.

The purpose of this project is to reconstruct infrastructure on a 17-block stretch of St Louis Street in downtown Mobile. The project includes the reconstruction of the roadbed, adjacent, and subsurface infrastructure within the St. Louis Street right-of-way.

This contract will be funded by Federal Highway Administration STP (Surface Transportation Program) Funds (MPO/ALDOT) and City matching funds.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Name of Company: Neel-Schaffer, Inc.

Project Name: Innovating St Louis St: Mobile's Technology Corridor
COM Project No. 2018-3005-19

Cost: \$1,870,132.75

Adopted:

City Clerk



**INNOVATING ST LOUIS ST: MOBILE'S
TECHNOLOGY CORRIDOR**

**CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES**

PROJECT NO. 2018-3005-19

**ENGINEER:
NEEL-SCHAFFER, INC.**



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This CONTRACT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Neel-Schaffer, Inc.** (hereinafter called the “ENGINEER”).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

ADEM – Alabama Department of Environmental Management

CITY – City of Mobile, Alabama; Programs & Project Management

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Contract.

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 contract between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is Neel-Schaffer, Inc.

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

MATERIAL TESTING FIRM - An authorized firm, hired by the CITY, to perform laboratory services and testing of materials.

NOTICE TO PROCEED – A written notice to proceed issued by the PROJECT MANAGER either for the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

PROJECT – Innovating St Louis Street: Mobile’s Technology Corridor: Construction Engineering and Inspection SERVICES, Project No. 2018-3005-19. This CONTRACT is for civil engineering, construction inspection and administration, for roadway rehabilitation, utility replacement, sidewalk, signage, striping, lighting and landscaping to replace and improve outdated infrastructure and foster new development in along St Louis St from Broad St to Water St (See Exhibit A for approximate locations).

PROPOSAL – The proposal attached in Exhibit C dated July 28, 2025, outlining professional services that will be provided and the estimated cost of the PROJECT as determined and provided by ENGINEER pursuant to Section III herein.

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

PROJECT MANAGER – An individual designated by the CITY OF MOBILE as PROJECT MANAGER in the Programs & Project Management Department

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

TECHNICAL SPECIFICATIONS – Technical specifications written for this PROJECT and provided by the ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the TECHNICAL SPECIFICATIONS provided for the project, and STANDARD SPECIFICATIONS, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these specifications,

standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for this project consists of the Construction Phase and Closeout Phase.

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting lines and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the ENGINEER, 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 ENGINEER.
- 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 ENGINEER will retain a material testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- f. The ENGINEER shall have a copy of and be thoroughly familiar with TECHNICAL SPECIFICATIONS and applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and

Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
 - h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Project Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
 - i. No major changes in the "as bid" construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
 - j. The INSPECTOR will sign all material tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
 - k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The CITY or ENGINEER shall stop the PROJECT at any time if the equipment is not in accordance with TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS.
 - l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.
 - m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the CONTRACT documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.
4. Progress Review
- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR with each monthly estimate.

- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly calendar day charge must be resolved immediately. Discrepancies not resolved within ten (10) calendar days of the original report date shall be documented by the ENGINEER and delivered to the PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly calendar day charge within ten (10) calendar days of the original report date, such monthly calendar day charge shall be deemed accepted by the CONTRACTOR. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work and time charges can resume.
- c. The ENGINEER will upload daily updates including progress photos to E-Builder.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted by the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the TECHNICAL SPECIFICATIONS and STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit D.

IV. **MUTUAL AGREEMENT**

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) calendar days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) calendar days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such

compensation shall be negotiated at the time of termination and as based on Section V.A, "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 calendar days, the ENGINEER may terminate this CONTRACT by giving thirty (30) calendar days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors, and assigns to the other party in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this CONTRACT or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY's discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of three (3) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual CONTRACT between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT 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 Contract in Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the PROJECT MANAGER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the PROPOSAL and the ENGINEER'S Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Construction Phase services in accordance with Section III.A of this CONTRACT.
 - b. Upon letting of the CONTRACT for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work

performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the PROJECT MANAGER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. The Professional Engineering Services cost attached hereto as stated in the PROPOSAL, and in Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this CONTRACT shall not exceed \$1,870,132.75 (One Million Eight Hundred and Seventy Thousand One Hundred and Thirty-Two Dollars and Seventy-Five 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 CONTRACT due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under CONTRACT, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the CITY, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents to the extent such defense is covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this CONTRACT requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the CITY for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the CITY. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this CONTRACT with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar

circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this CONTRACT, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed

separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of 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. Pursuant to Alabama Code (1975) Section 31-13-9, if ENGINEER or CONTRACTOR employs one or more employees within the State of Alabama, ENGINEER or CONTRACTOR shall provide documentation establishing that CONTRACTOR is enrolled in the E-Verify program.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this CONTRACT is Federal Highway Administration STP (Surface Transportation Program) Funds (Mobile Area Dedicated) and CITY funds.

IX. ANTI-BOYCOTT

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

X. NON-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034

which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The CITY utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile. Training will be provided by City of Mobile staff should the need arise.

XIII. NOTICES

A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is Cody Reed

B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile

c/o Cody Reed, P.E.

As: City's Authorized Agent

P.O Box 1827

Mobile AL 36633

ENGINEER:

Neel-Schaffer, Inc.

c/o Anthony Fresolone

Engineer's Authorized Agent

5 Dauphin St, Suite 200

Mobile, AL 36602

C. Any change in the City's Department Head or the ENGINEER'S Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

Default. Default, for purposes of this CONTRACT, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the CONTRACT, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the CITY regarding progress or issues, 7) unauthorized assignment or transfer of the CONTRACT without prior written consent from the CITY, 8) failure to correct deficiencies after receiving written notice from the CITY, 9) misrepresentation or falsification of information provided in CONTRACT proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of CITY property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the CONTRACT, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with CITY designated officials during site visits or reviews, 21) failing to comply with written directives from the CITY to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) misuse of funds allocated for specific tasks or deliverables, 25) failure to meet minority, small business, or other subcontracting goals as specified in the CONTRACT, 26) failure to maintain adequate security measures for sensitive information or physical assets, 27) failure to address health and safety violations that result in injury or property damage, 28) providing false claims for payments, reimbursements, or change orders, 29) failing to meet requirements for workforce certifications or qualifications outlined in the CONTRACT, 30) failure to disclose debarment or loss of required license.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

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

XVIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

Failure by the ENGINEER to perform in accordance with the terms, conditions, and specifications of this CONTRACT, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by CITY in evaluating the ENGINEER's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

XIX. MISCELLANEOUS

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

B. The language of this CONTRACT 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 CONTRACT be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the ENGINEER's performance under this CONTRACT.

E. The rights and remedies of the CITY provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

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

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this CONTRACT or any applicable law.

H. If any term, condition, or covenant of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this CONTRACT shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this and those executing this CONTRACT have all requisite power and authority to bind the parties.

J. Neither the CITY's review, approval or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT.

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

L. In the event of conflicts or inconsistencies between the provisions of this CONTRACT and those in any attachment or Exhibit hereto, then the provisions of this CONTRACT will take precedence and be applicable, binding and enforceable.

M. Preparation of CONTRACT. All provisions of this CONTRACT have been subject to full and careful review by and negotiation between ENGINEER and CITY. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this CONTRACT, and in the event this CONTRACT is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this CONTRACT or any portion hereof against either party as the drafter of this CONTRACT.

N. Entire CONTRACT. This CONTRACT embodies the entire CONTRACT and understanding between the parties pertaining to the subject matter of this CONTRACT, and supersedes all prior CONTRACTs, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

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

P. Counterparts. This CONTRACT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single CONTRACT.

Q. Amendment and Waiver. This CONTRACT may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this CONTRACT to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this CONTRACT shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this CONTRACT. No waiver by any party of a breach of any provision of this CONTRACT shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the CITY is required to take legal action to enforce this contract, the contractor agrees to reimburse the CITY for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the CITY to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this CONTRACT shall be construed as a waiver of any governmental, sovereign, or other immunity by the CITY, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Signature Page to follow]

CITY OF MOBILE, A Municipal Corporation

NEEL-SCHAFFER, INC

By: Robert Walker

Print: Robert Walker

Its: Chief operating officer

Address: P.O. Box 22625

Jackson, MS 39225-2625

Telephone: 601-948-3071

STATE OF MISSISSIPPI
CITY OF JACKSON

I, Barbara L. Earles, a Notary Public in and for said State and County, hereby
certify that Robert Walker, whose name as COO of
NEEL SCHAFFER, INC. is signed to the foregoing conveyance and who are known

to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 28th day of July, 2025.



Barbara L. Earles
NOTARY PUBLIC

My Commission Expires: _____

ATTEST:

By: _____

Its City Clerk

Print: _____

By: _____

William S. Stimpson
Mayor

EXHIBIT A:
PROJECT LOCATION

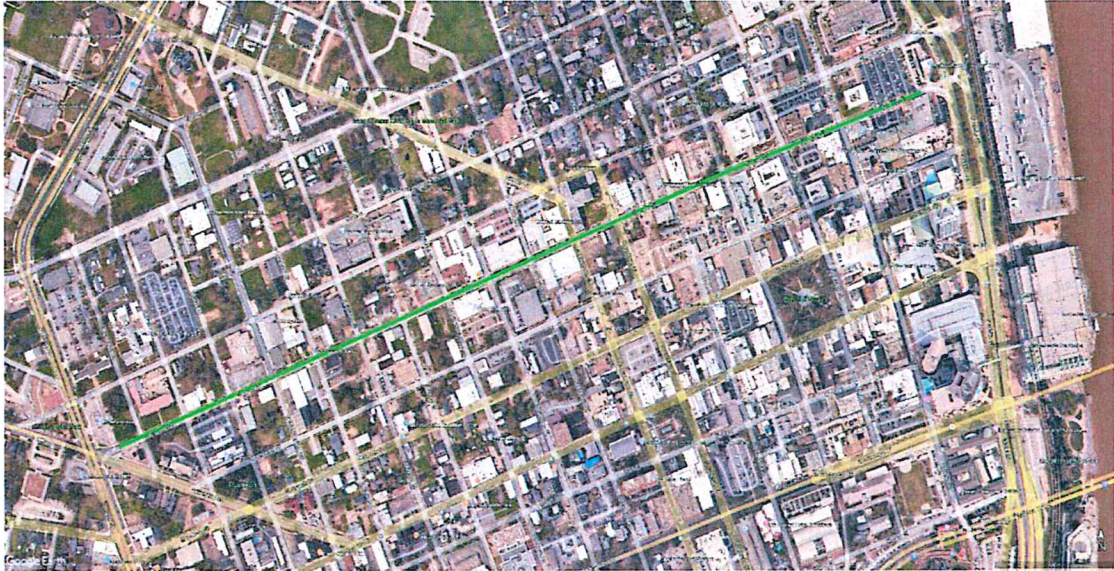


EXHIBIT B:

PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **INNOVATING ST. LOUIS STREET: MOBILE’S TECHNOLOGY CORRIDOR**, City of Mobile Project No. **2018-3005-19**

ESTIMATED PROJECT COST – Construction of the PROJECT is estimated to be **\$16,797,719.65 [Sixteen Million Seven Hundred Ninety-Seven Thousand Seven Hundred Nineteen Dollars and 65 Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST – Total fees to be paid to the ENGINEER Payment for work performed in Section III of this CONTRACT shall not exceed **\$1,870,132.75 (One Million Eight Hundred and Seventy Thousand One Hundred and Thirty-Two Dollars and Seventy-Five Cents)**, unless authorized by the CITY.

CITY DISTRICT: District 7

FUNDING SOURCE: The source of funds for payment by CITY under this contract is Federal Highway Administration STP (Surface Transportation Program) Funds (Mobile Area Dedicated) and CITY funds.

EXHIBIT C:
PROPOSAL AND
ENGINEER'S SUMMARY OF HOURLY RATES

July 8, 2025

Mr. Cody Reed, PE
Project Manager – Engineer III
Mobile Government Plaza
205 Government Street
Mobile, AL 36602

**RE: Project Number 2018-3005-19
Innovating St. Louis St.
CEI Fee Proposal (Revised)**

Dear Mr. Reed,

Please find attached our proposed Construction, Engineering, and Inspection fee schedule.

We appreciate this opportunity and look forward to working together.

If additional information is needed, please advise.

Sincerely,



Anthony Fresolone
Project Manager

NEEL-SCHAFFER, INC.

City of Mobile
Project No. 2018-3005-19
Innovating St. Louis St.

Construction Engineering & Inspection Proposal
July 9, 2025

N-S Project #			
		Construction Cost:	\$16,797,720
		Contract Time:	430 Calendar Days
Classification	Hours	Billed Pay Rate	Total
Senior Project Manager	1,993.00	\$68.59	\$136,699.87
Senior Inspector/Office Eng.	1,993.00	\$33.60	\$66,964.80
Senior Inspector	3,987.00	\$32.00	\$127,584.00
Level II Inspector	3,987.00	\$26.00	\$103,662.00
Level II Inspector	1,993.00	\$26.00	\$51,818.00
Level I Inspector	3,987.00	\$22.00	\$87,714.00
Level I Inspector	1,993.00	\$18.00	\$35,874.00
Professional Engineer EOR	199.00	\$81.64	\$16,246.36
Total Direct Labor Cost			\$626,563.03
Overhead and Labor Additive (136.71%)			\$856,574.32
Labor Expense Subtotal			\$1,483,137.35
Vehicle Allowance			\$109,275.00
Subconsultants-Testing			
Thompson		\$113,185.00	
GET		\$10,000.00	
Subtotal Subconsultant Expense			\$123,185.00
Subconsultant Administration (5%)			\$6,159.00
Profit (10% labor, overhead, expenses)			\$148,313.74
FCCM (0.01% of of Direct Labor)			\$62.66
Total Fee			\$1,870,132.75

Working Days	Total Days	WD/Month	Months	Weeks	Contingency
430	460	20	23.0	99.67	100.00%
Set Up Days					
15					
Close Out Days					
15					

Position	Percent Time per Week	Contractor Hours per Week	Job Hours per Week	Total Project Hours
Senior Project Mgr	50.00%	40	20	1,993.00
Senior Inspector/ Office Eng.	50.00%	40	20	1,993.00
Senior Inspector	100.00%	40	40	3,987.00
Level II Inspector	100.00%	40	40	3,987.00
Level II Inspector	100.00%	40	40	3,987.00
Level II Inspector	50.00%	40	20	1,993.00
Level I Inspector	100.00%	40	40	3,987.00
Level I Inspector	50.00%	40	20	1,993.00
Professional Engineer EOR	5.00%	40	2	199.00

Truck Cost			
	Months	Amount	Total
Project Manager	12	\$775.00	\$9,300.00
Senior Insp. Office	12	\$775.00	\$9,300.00
Senior Insp	23	\$775.00	\$17,825.00
Level II	23	\$775.00	\$17,825.00
Level II	23	\$775.00	\$17,825.00
Level II	12	\$775.00	\$9,300.00
Level I	23	\$775.00	\$17,825.00
Level I	12	\$775.00	\$9,300.00
Prof. Eng. EOR	1	\$775.00	\$775.00
			\$109,275.00



July 3, 2025

Mr. Anthony Fresolone
Project Manager
Neel-Schaffer
5 Dauphin Street Suite 200
Mobile, AL 36606

Subject: City of Mobile Project - 2018-3005-19 St. Louis Street Innovation
Construction Materials and Testing Proposal

Dear Mr. Fresolone,

Thompson Engineering (TE) is pleased to present this proposal to Neel-Schaffer (NS) for Construction Materials Testing (CMT) on the St. Louis Street Innovation project for the City of Mobile (City)

TE will perform field and laboratory soils testing, field concrete testing, including transporting cylinders to the ALDOT laboratory, and field asphalt coring procedures, including transporting cores to the asphalt plant on the project, as required by the ALDOT Testing Manual. Testing results will be returned to NS in a timely manner to field inspection staff for their use. It is assumed that ALDOT will be providing all concrete lab testing for this project.

TE has attached a not to exceed fee estimate for these services. Actual TE rates for employees performing services and tests performed will be billed as shown on the attached fee schedule. The total not to exceed fee without prior authorization will be \$113,185.00.

TE appreciates the opportunity to continue our partnership with NS. Should any questions or comments arise regarding this information, or if any further information is required, please advise.

Sincerely,

THOMPSON ENGINEERING, INC.

Jay Davison, P.E.
CEI Alabama Division Manager

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS, INC. COMPANY
24

Client /
Project:

**St. Louis Street Innovation
CMT Services**

Prepared
by:

J. Davison
Phone: 251.327.7122
Email: jdavison@thompsonengineering.com



CMT Services

Description of Services	Labor Class / Soils, Concrete & Asphalt Testing	Role	Unit Fees	Unit Fees	Total Units	Cost
Field Services	CMT Technician	CMT Testing	Hour	\$85.00	800	\$68,000.00
	CMT Technician Mileage	CMT Testing	Miles	\$0.70	6000	\$4,200.00
Laboratory Services	Atterberg Limits	CMT Laboratory	Each	\$85.00	10	\$850.00
	AASHTO Classification	CMT Laboratory	Each	\$155.00	15	\$2,325.00
	Topsoil Classification	CMT Laboratory	Each	\$125.00	2	\$250.00
	Particle Size Analysis	CMT Laboratory	Each	\$70.00	10	\$700.00
	Standard Proctor Soil	CMT Laboratory	Each	\$100.00	10	\$1,000.00
	Standard Proctor Stone	CMT Laboratory	Each	\$150.00	2	\$300.00
	Modified Proctor Soil	CMT Laboratory	Each	\$100.00	10	\$1,000.00
	Modified Proctor Stone	CMT Laboratory	Each	\$100.00	2	\$200.00
Project Management, Document Controls & Professional Services	Administrative Assistant	Document Controls	Hour	\$94.00	100	\$9,400.00
	CMT Manager	Project Management	Hour	\$208.00	120	\$24,960.00

Not to Exceed Fee \$113,185.00

- Notes: Thompson Engineering is pleased to provide the following proposal for providing our Construction Materials Testing Services for the subject project. Nuclear Density Testing, Asphalt Core monitoring/transport and concrete testing is covered under the hourly technician rate and mileage. Fees for any additional services requested not listed in the proposal will be charged in accordance with our standard schedule of fees on a time and materials basis. Contractor's schedule may affect the quantities listed above and project schedule.

Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior written approval.

The rates are effective January 1 - December 31, 2025.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2025.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost-plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four-hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:

2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

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1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$335.00/hr.
Principal Engineer II (code 008).....	\$300.00/hr.
Principal Engineer I (code 005).....	\$260.00/hr.
Senior Engineer III (code 052)	\$245.00/hr.
Senior Engineer II (code 051)	\$220.00/hr.
Senior Engineer I (code 050)	\$208.00/hr.
Project Engineer III (code 152)	\$175.00/hr.
Project Engineer II (code 151)	\$158.00/hr.
Project Engineer I (code 150)	\$148.00/hr.
Engineering Associate III (code 201)	\$138.00/hr.
Engineering Associate II (code 200)	\$117.00/hr.
Engineering Associate I (code 260)	\$110.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$200.00/hr.
Senior Scientist (code 115)	\$125.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$100.00/hr.
Staff Scientist I (code 270).....	\$90.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$170.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$114.00/hr.
Designer III (code 654)	\$106.00/hr.
Designer II (code 652)	\$103.00/hr.
Designer I (code 651)	\$85.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$110.00/hr.
Senior Technician (code 506)	\$105.00/hr.
Technician III (code 503)	\$85.00/hr.
Technician II (code 502)	\$82.00/hr.
Technician I (code 501)	\$70.00/hr.

Inspector

Senior Inspector (code 706)	\$110.00/hr.
Inspector II (code 702).....	\$105.00/hr.
Inspector I (code 701).....	\$75.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holdings, Inc.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$125.00/hr.
Staff Specialist II (code 351)	\$108.00/hr.
Staff Specialist I (code 271)	\$92.00/hr.
Field Assistant (code 500)	\$70.00/hr.

Project Manager

Principal Project Manager (code 001)	\$280.00/hr.
Senior Project Manager (code 112).....	\$235.00/hr.
Project Manager (code 162).....	\$190.00/hr.
Project Coordinator II (code 250).....	\$120.00/hr.
Project Coordinator I (code 252)	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$290.00/hr.
Registered Consultant (code 307)	\$190.00/hr.
Senior Consultant (code 313)	\$165.00/hr.
Project Consultant (code 309).....	\$155.00/hr.
Staff Consultant II (code 357).....	\$150.00/hr.
Staff Consultant I (code 359).....	\$105.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$220.00/hr.
Professional Land Surveyor I (code 605)	\$172.00/hr.
Drone Data Processor (code 601)	\$115.00/hr.
Drone Pilot (code 602)	\$115.00/hr.
Surveyor, Party Chief (code 603).....	\$115.00/hr.
Surveyor, Instrument Man (code 606)	\$78.00/hr.
Surveyor, Rodman (code 607)	\$67.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$220.00/hr.
Senior Architect (code 657).....	\$190.00/hr.
Project Architect (code 551).....	\$170.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$218.00/hr.
Senior Landscape Architect (code 571)	\$145.00/hr.
Associate Landscape Architect (code 573) ...	\$115.00/hr.

Administrative

Documentarian II (code 797).....	\$110.00/hr.
Documentarian I (code 798).....	\$94.00/hr.
Administrative Assistant II (code 799).....	\$87.00/hr.
Administrative Assistant I (code 800).....	\$77.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.74/mile
2. 4-Wheel Drive (code A002a).....\$0.85/mile
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$175.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005)..... \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c) \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e).....\$1.30/ea
 - Custom (Glossy 40x28) (code A007f)..... \$38.89/ea
 - Color Image on plain bond..... \$6.00/Sq. Ft.
 - Size D (code A007g)..... \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i)..... \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k).....\$7.79/ea
 - Custom (Glossy 106x36) (code A007m)..... \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markupCost Plus 15%

2.0 Geotechnical Engineering and Laboratory

2.1 Subsurface Exploration

Soil Test Borings - Drilling/Sampling Landside

1. Truck/Trailer Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G947) \$450.00
Mileage (each way) (code G947a) \$4.90/mi
- b. Standard Penetration Test Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0-50	\$ 16.25/ft (code G910)
50-100	\$ 18.25/ft (code G911)
101-150	\$ 21.50/ft (code G912)
- c. Additional Splitspoon Sampling (code G945) \$23.50/ea
- d. Flight Auger Sampling/Drilling (code G915) \$11.00/ft
- e. Field Vane Shear (in-situ) – ASTM D2573-1 (code G639) . \$600.00/ea plus applicable drilling & engineering fees
- f. Undisturbed Thin Walled Tubes (3" OD) (code G916) \$78.00/atp
- g. Difficult Moving/Standby/Setup/Clearing (code G917) \$225.00/hr
- h. Grouting (code G950) \$7.00/ft

2. Track/ATV Mounted Drill Equipment

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G930a) \$600.00/ea
Mileage (each way) (code G947b) \$8.20/mi
- b. Standard Penetration Testing Borings - ASTM D1586
(Sampling every 5 feet - Splitspoon Sampler) By depth/ft

<u>Depth (Ft)</u>	<u>Footage Rate</u>
0- 50.....	\$ 17.50/ft (code G942a)
50-100.....	\$ 19.25/ft (code G942b)
101-150.....	\$ 23.25/ft (code G942)
Over 150 feet.....	Special Quote
- c. Additional Splitspoon Sampling (code G944) \$28.00/ea
- d. Flight Auger Sampling/Drilling (code G945a) \$11.50/ft
- e. Undisturbed Thin Walled Tubes (3" OD) (code G946) \$78.00/atp
- f. Difficult Moving/Standby/Setup/Clearing (code G938) \$275.00/hr
- g. Wash Borings - Tripod/Skid Rig Setups (Soft Soils) Up to - 40 Feet (code G948) \$275.00/hr
- h. Grouting (code G950) \$7.00/ft

3. CPT Soundings

- a. Mobilization (Loading yard equipment, crew transportation, equipment transfer) (code G918)
..... \$550.00/ea
- b. Mileage (each way) (code G947c) \$9.30/mi
- c. Difficult Moving/Standby/Setup Clearing (code G918c) \$380.00/hr
- d. CPT Sounding without pore pressure readings (code G918a) \$13.50/ft
- e. CPT Sounding with pore pressure readings and Seismic (1 seismic recording/meter unless directed otherwise) (code G918b) \$14.75/ft
- f. Grouting (code G950) \$7.50/ft

- g. Optional Day Rate (code G957)\$3,850.00/day
 - CPT Personnel & Equipment
 - Up to 10 hours/day
 - Regular business hours
 - Excludes mobilization, travel, per-diem and materials/consumables

2.1.1 Staff / Equipment Rates & Expenses

1. Crew Rates
 - Field Layout Crew (2 Men) (code G902)\$200.00/hr
2. Drill Crew & Equipment (Special projects by-the-hour)
 - Equipment-Portal-to-Portal
 - Truck/Trailer/Track/Tripod Drillrig (Three Man Crew) (code G406).....\$350.00/hr
 - Truck/Trailer/Track/Tripod Drillrig (Two Man Crew) (code G407)\$300.00/hr
3. Special Services
 - VibraCore Setup Quote provided upon request
 - ATV 4 Wheeler w/ Support Trailer (code G408)\$300/day
 - ATV Mule Side by Side w/Support Trailer (code G409)\$350/day
 - Overnight Per Diem Expenses (code G411).....\$155/day
 - Standby Time (code G412).....\$225.00/hr

Note: Marine and special project quotations available upon request.

2.2 Laboratory Services

Standard fees are based on normal scheduling of laboratory operations. Samples submitted at times requiring overtime may require surcharge to standard fees presented herein. Whenever possible, we will gladly provide priority service and rapid turnaround needs.

2.3 Soils

2.3.1 Classification-Index Properties

1. Atterberg Limits (ASTM D-4318) (AASHTO T-89, T-90)
 - a. Plastic Limit and One (1) Point Liquid Limit (code G001)..... \$45.00/ea
 - b. Plastic Limit and Three (3) Point Liquid Limit (code G002)..... \$85.00/ea
2. Shrinkage Limit and Factors (ASTM D-427) (AASHTO T-92) (code G003) \$70.00/ea
3. Specific Gravity of Soils (ASTM D-854) (AASHTO T-100) (code G004) \$79.00/ea
4. Maximum Index Density, Dry (ASTM D-4253) (code G005) \$125.00/ea
5. Maximum Index Density, Wet (ASTM D-4253) (code G006)..... \$120.00/ea
6. Minimum Index Density (ASTM D-4254) (code T326) \$62.00/ea

7. Classification (Including Required Tests)

a. Highway Construction (ASTM D-3282) (code G010).....	\$158.00/ea
b. Unified System (ASTM D-2487) (code G011)	\$158.00/ea
c. Peat (ASTM D-4427) (code G013)	\$190.00/ea
d. AASHTO (code G014)	\$155.00/ea
e. Topsoil (code T351)	\$125.00/ea

2.4 Physical Properties

2.4.1 Physical Properties (Inorganic Soils)

1. Moisture Content (ASTM D-2216) (AASHTO T-265) (code G020)	\$13.50/ea
2. Percent Solids (ASTM D-2216) (AASHTO T-265) (code G021)	\$13.50/ea
3. Unit Weight and Moisture Content; Undisturbed Samples (code G022)	\$40.00/ea
4. Particle Size Analysis	
a. Eight (8) Sieve and Hydrometer Analysis (ASTM D-422) (code G023).....	\$125.00/ea
b. Eight (8) Sieve Analysis (ASTM D-422) (Including No. 200) (code G024)	\$70.00/ea
Additional Sieves (code G025)	Surcharge @ \$8.00/ea
c. Soil Finer Than No. 200 Sieve (ASTM D-1140)	
(AASHTO T-11) (code G026)	\$42.00/ea
d. Folk's Statistical Computations, Per Sample (code G028)	\$92.00/ea

2.4.2 Physical Properties (Organic)

1. Moisture Content (ASTM D-2974 Method II) (code G030).....	\$13.50/ea
2. Ash, Organic Matter Content (LOI, ASTM D-2974) (code G031)	\$42.50/ea
a. Total Organic Carbon (FDER Method)	Cost plus 10%
3. Peat Material pH (ASTM D-2976)	Cost plus 10%
4. Organic Impurities (ASTM-C40) (code T332).....	\$53.00/ea

2.5 Construction Design Properties

1. Standard Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-698, AASHTO T-99) (code G040)	\$ 100.00/ea
b. Five (5) Point, Method C & D (ASTM D-698, AASHTO T-99) (code G041)	*\$150.00/ea
Includes bulk specific gravity	
Additional charge for processing soils w/plasticity index greater than 20) (code G051)	\$68.00/ea
2. Modified Proctor Compaction Methods	
a. Five (5) Point, Method A & B (ASTM D-1557, AASHTO T-180) (code G042)	\$ 115.00/ea
b. Five (5) Point, Method C & D (ASTM D-1557, AASHTO T-180) (code G043)	*\$160.00/ea
c. Additional Points Upon Completion (code G044)	\$ 28.00/ea
*includes bulk specific gravity	
*additional charge for processing soils w/plasticity index greater than 20) (code G051).....	\$64.00/ea

3. California Bearing Ratio - CBR (ASTM D-1883, AASHTO T-193)
 - a. One (1) Point CBR/Proctor (Standard) (code G052) \$190.00/ea
 - b. One (1) Point CBR/Proctor (Modified) (code G053) \$190.00/ea
 - c. Three (3) Point CBR/Proctor (Standard) (code G045) \$540.00/ea
 - d. Three (3) Point CBR/Proctor (Modified) (code G046) \$540.00/ea
 - e. Five (5) Point CBR/Proctor (Standard) (code G047) \$700.00/ea
 - f. Five (5) Point CBR/Proctor (Modified) (code G050) \$700.00/ea

2.6 Load-Deformation Properties

1. One-Dimensional Consolidation Potential (ASTM D-2435, AASHTO T-216, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Standard 7-3, Load-Rebound Increments (code G060) \$405.00/ea
 - b. Additional Rebound-Load Cycle (code G061) Surcharge @\$72.00/ea
 - c. Additional Load Increments (code G062) Surcharge @\$48.00/ea
2. One-Dimensional Swell Potential (ASTM D-4546, Including Unit Weight, Natural Moisture Content, Specific Gravity)
 - a. Method A (code G063) \$405.00/ea
 - b. Method B (code G064) \$405.00/ea
 - c. Standard One-Dimensional Consolidation (code G065) Surcharge @\$240.00/ea
3. Unconfined Compressive Strength (ASTM D-2166, Including Unit Weight and Moisture Content and Mohr Stress Diagram; Exclusive of Stress-Strain Diagram)
 - a. Undisturbed Sample (code G066) \$ 98.50/ea
 - b. Remolded Sample (code G067) \$115.50/ea
 - c. Molded Stabilized Soil Sample (code G068) \$172.00/ea
 - d. Miniature Penetration Test, 3 Trials (code G069) \$18.00/ea
4. Direct Shear Test (ASTM D-3080, Including Unit Weight, Moisture Content, Specific Gravity)
 - a. Undisturbed Sample: 3 Points Consolidated-Drained (G070) \$446.00/ea
 - b. Remolded Sample: 3 Points Consolidated-Drained (G071) \$402.00/ea
5. Triaxial Shear Tests (ASTM D-2850, Including Unit Weight, Moisture Content, Specific Gravity)

All tests for 3-point determination on 2.8 inch maximum diameter undisturbed or remolded specimens. In-house testing of chemically contaminated samples not included in schedule provided. Results presented as stress-strain data only with Mohr stress diagram for sample.

 - a. Unconsolidated-Undrained: UU 3 Pt. (code G080) \$327.50/ea
 - b. Consolidated-Undrained: CU 3 Pt.(code G081) \$1,102.50/ea
 - c. Consolidated-Drained: CD Special Quote
 - d. Triaxial Sample Pore Pressure Determinations (code G083) Surcharge..@..\$110.00/sample
 - e. Unconsolidated Undrained (UU) One Pt. (code G084) \$131.00/ea
 - f. Unconsolidated Undrained (UU) One Pt. Re-molded (G084B) \$151.00/ea
 - g. Consolidated Undrained (CU) One Pt. (code G085) \$420.00/ea
6. Laboratory Miniature Vane Shear Test (code G086) \$23.00/ea
7. Torvane (code T365) \$5.00/ea

8. Pocket Penetrometer (code T366)	\$11.00/ea
9. Calcium Carbonate (code G079)	\$39.50/ea

2.7 Hydraulic Properties

1. Vertical Hydraulic Conductivity (Include unit weight, moisture content, specific gravity of solids. In-house testing of chemically contaminated materials or test with permeate other than water not included in schedule provided)	
a. Fixed Wall Apparatus-Vacuum Saturation	
• Constant Head, Undisturbed Sample (ASTM D-2434, AASHTO T-215) (code G090)	\$128.50/ea
• Constant Head, Compacted Sample (ASTM D-2434, AASHTO T-215) (code G091)	\$128.50/ea
• Constant Head, Compacted Sample (ASTM D-4511) (code G092)	\$128.50/ea
• Falling Head, Undisturbed Sample (code G093)	\$128.50/ea
• Falling Head, Compacted Sample (code G094)	\$128.50/ea
• Falling Head, Peat Sample (code G095)	\$128.50/ea
• Additional Fluid Head Trials (code G096)	Surcharge @ \$52.50/ea
b. Triaxial Flexible Wall - Back Pressure Saturation	
• Constant Head, Undisturbed Sample (ASTM D-5084, AASHTO T-215) (code G097)	\$380.00/ea
• Constant Head, Compacted Sample (ASTM D-5084, AASHTO T-215) (code G098)	\$380.00/ea
• Falling Head, Undisturbed Sample (code G099)	\$300.00/ea
• Falling Head, Compacted Sample (code G100)	\$320.00/ea
• Additional Fluid Head Trials (code G101)	Surcharge @ \$ 60.00/ea
• Porosity Determinations (ASTM D-2434) (code G102)	\$ 68.00/ea
c. Corps of Engineer - One Dimensional Consolidation	
• 2 Load Increments, Falling Head (code G110)	\$315.00/ea
2. Double-Hydrometer Dispersion Test (ASTM D-4221) (code G111)	\$125.00/ea
3. Zone Settling Test	
a. 8-Inch Diameter Column, 24-Hr Duration (U.S.C.E. DMRP) (code G112)	\$803.00/ea
• Extended Duration Column Test (code G113)	Surcharge @ \$ 40.00/24 Hrs.
• Solids Concentration Determination (TSS) (code G114)	Surcharge @ \$ 23.00/ea
• Settling Test on Additional Concentration, 24 Hr Duration (code G115)	\$459.00/ea
• Supernatant TSS vs. Elapsed Time Evaluation	Special Quote
b. 1-Inch Diameter Column, 24-Hr Duration (code G116)	\$69.50/ea

2.8 Physio-Chemical Properties

1. Laboratory Soil pH	
a. Direct Contact Method (ASTM G-51)	\$28.00/ea
b. 1:1, Distilled Water:Soil Solution	Cost Plus 10%
2. Laboratory Soil Resistivity-Miller Soil Box (Include Moisture Content, Unit Weight and Temperature) (code G132)	\$81.50/ea

General

Minimum Soil Processing Fee (code G133).....	\$30.00/ea
Sample Photography.....	Special Quote
PH Testing (Code G995).....	Special Quote

2.9 Aggregates

1. Unit Weight (ASTM C-29, AASHTO T-19)
 - a. Rodded, Jigged, or Shoveled (code G140a) \$64.50/ea
 - b. With Voids Determination (code G141) \$120.00/ea
2. Total Moisture Content (ASTM C-566, AASHTO T-255) (code G142) \$13.50/ea
3. Surface Moisture, Fine Aggregate (ASTM C-70, AASHTO T-142) (code G143) \$61.50/ea
4. Specific Gravity and Absorption
 - a. Coarse Aggregate (ASTM C-127, AASHTO T-85) Bulk Specific Gravity and Absorption (code G144) \$68.00/ea
 - b. Fine Aggregate (ASTM C-128, AASHTO T-84) Bulk Specific Gravity and Absorption (code G145) \$79.00/ea
5. Particle Size Analysis
 - a. Eight (8) Sieve Analysis (ASTM C-136, AASHTO T-27) (code G160) \$70.00/ea
 - b. Finer Than No. 200 Sieve (ASTM C-117, AASHTO T-11)
 - Coarse Aggregate (code G161) \$44.00/ea
 - Fine Aggregate (code G162)..... \$44.00/ea
 - c. Mineral Filler (AASHTO T-37) (code G163) \$70.00/ea
 - d. Additional Sieves (code G164) Surcharge @ \$8.00/ea
6. Clay Lumps and Friable Particles (ASTM C-142, AASHTO T-112)
 - a. Fine Aggregate (code G165)..... \$71.00/ea
 - b. Coarse Aggregate (code G166) \$111.00/ea
 - c. Calcium Carbonate Content (ASTM D-4373) (code G167) \$58.00/ea
7. Organic Impurities (ASTM C-40, AASHTO T-21) (code G180) \$53.00/ea
8. Soundness by Magnesium or Sodium Sulfate Solution
 - a. (ASTM C-88, AASHTO T-104) 5 Cycles (code G181) \$400.00/ea
 - b. (ASTM C-88, AASHTO T-104) Each Additional Cycle (code G182) Surcharge @ \$64.00/Cycle
9. Soundness by Freeze-Thawing
 - a. (AASHTO T-103) 10 Cycles (code G183) \$360.00/ea
 - b. (AASHTO T-103) Each Additional Cycle (code G184) Surcharge @ \$64.50/Cycle
10. Staining Materials, Lightweight Aggregate (ASTM C-641) (code G190)..... \$125.00/ea
11. Scratch Hardness of Coarse Aggregate (AASHTO T-189) (code G191)..... \$101.00/ea

Schedule of Fees and Services
Thompson Engineering, Inc.
2.0 Geotechnical Engineering and Laboratory

12. Resistance to Abrasion
 - a. Small Size Coarse Aggregate (ASTM C-131, AASHTO T-96) 500 REV (code G192) \$300.00/ea
 - b. Large Size Coarse Aggregate (ASTM C-535) 1000 REV (code G193)..... \$381.00/ea
13. Specification for Concrete Aggregates (Complete)
 - a. Fine Aggregate (ASTM C-33) Special Quote
 - b. Coarse Aggregate (ASTM C-33)..... Special Quote
 - c. Alabama Highway Department (Section 801) Special Quote
14. Lightweight Pieces in Aggregate (ASTM C-123) (code G203) \$215.00/ea
15. Flat and Elongated Pieces in Aggregate (COE CRD-C-119) (code G204) \$98.50/ea

2.10 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) \$3,000.00/ea
2. Demobilization (code A020a) \$3,000.00/ea
3. Rental (code A020) \$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self contained utilities is to be furnished once project site set-up specifics are determined

3.0 Construction Materials Testing

3.1 Bituminous Materials (Asphalt)

3.1.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Asphalt Cores 4" diameter (Minimum of 3) (code T648) \$36.50/ea
3. Nuclear Density Testing (code P019) \$20.50/ea

3.1.2 Laboratory Analysis

1. Resistance to Plastic Flow Using Marshall Apparatus (ASTM D-1559)..... Special Quote
2. Quantitative Extraction of Bitumen Test (ASTM D-2171)..... Special Quote
3. Density Test of Asphalt Core Samples (ASTM D-1188)..... Special Quote
4. Design and Verification of Asphalt Mix
 - a. Initial Mix Special Quote
 - b. Each Additional Special Quote

3.1.3 Bituminous Materials

1. Specific Gravity of Semi-Solid Bituminous Material (ASTM D-70).....Special Quote
2. Bulk Specific Gravity of Bituminous Material/Relative Density
 - Paraffin Coated Specimens (ASTM D-1188)Special Quote
 - Saturated Surface Dry Specimens (ASTM D-2726)..... Special Quote
3. Maximum Theoretical Specific Gravity (ASTM D-2041)..... Special Quote
4. Bitumen Content, Carbon Disulfide Method (ASTM D-4)..... Special Quote
5. Quantitative Extraction of Bitumen (ASTM D-2172) Special Quote
6. Resistance to Plastic Flow, Marshall Apparatus, (ASTM D-1559) Set of Three (3) Special Quote
7. Percent Air Voids in Compacted Paving Mixtures (ASTM D-3203).....Special Quote
8. Effect of Water on Cohesion of Compacted Bituminous Mixture (ASTM D-1075) Set of Four (4) Special Quote
9. Compressive Strength (ASTM D-1074) Set of Three (3)..... Special Quote
10. Degrees of Bituminous Aggregate Particle Coating (ASTM D-2489) Special Quote
11. Index of Aggregate Particle Shape and Texture (ASTM D-3398) Test Per Size FractionSpecial Quote
12. Permeability of Bituminous Mixtures (ASTM D-3637)
 - Laboratory Compacted MixSpecial Quote
 - Field Procured Core..... Special Quote
13. Design and Verification of Asphalt Mix
 - Initial Special Quote
 - Each Additional..... Special Quote

3.2 Concrete

3.2.1 Field Inspection and Testing

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the "miscellaneous expenses" sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Cylinder test specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P009a) \$12.50/ea

3. Additional Slump Testing (ASTM C-143) (code P009b) \$12.50/ea
4. Additional Air Test (ASTM C-173 and C-31) (code P009c) \$12.50/ea
5. Beam Test Specimen (includes Slump, Air Test and Temperature per ASTM C-31) (code P019d) \$23.50/ea

3.2.2 Laboratory Testing

1. Curing in Moist Room (ASTM C-511) and Testing of Specimen and Reporting of Results
 - a. Compressive Strength of Concrete Cylinders 6"x12" Test Specimens (ASTM C-39) - Up to Set of Four
 - Strengths up to 6000 psi (code T617) \$58.50/set
 - Each additional cylinder after set of four (code T600) \$15.00/ea
 - High Strength, 6000 psi and above (code T655) \$86.00/set
 - Each additional cylinder after set of four (code T655a) \$22.00/ea
 - b. Compressive Strength of Grout Cubes 2"x2" Test Specimen (ASTM C-942) –
 - Up to Set of Four (code T656) \$58.50/set
 - Each additional cube after set of four (code T656a) \$15.00/ea
 - c. Tensile Strength of Concrete Cylinder 6"x12" Test Specimen (ASTM C-496) (code T603) \$40.00/ea
 - d. Flexural Strength of Concrete Beam 6"x6"x20" Test Specimen (ASTM C-78) –
 - Up to Set of Four (code T604) \$135.00/set
 - Each additional beam after set of four (code T604a) \$38.00/ea
 - e. Compressive Strength of Masonry Units (ASTM C-140) (code T605) \$41.00/ea
 - f. Masonry Prisms (code T722) \$78.50/ea
 - g. Swiss (Schmidt) Rebound Test (ASTM C-805) (code T775) \$78.50/hr
2. Diamond Core Drilling (ASTM D-2113)
 - a. Concrete (diameter/inch depth) Special Quote
 - b. Steel (diameter/inch depth) Special Quote
 - c. Preparation of Drilled Core Sample (diameter/inch depth) Special Quote
 - d. Compressive Strength of Core Sample (ASTM C-42) (code T725) \$38.50/ea
 - e. Standby Time (code T726) \$60.50/hr
3. Reinforcement Steel Inspection (R-Meter) (code I058) \$80.00/hr
4. Windsor Probe Test (plus \$26.00/Set of 3 shots) (code I058a) \$80.00/hr

3.2.3 Laboratory Analysis

1. Concrete Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Course Aggregates -Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 4"x8" Cylinders)
 - a. Initial Mix (code T606) \$385.00/ea
 - b. Each Additional (code T606a) \$290.00/ea
2. Concrete Mix Verification - Six (6) Proof 4"x8" Cylinders (code T620) \$255.00/ea
3. Light Concrete Mix Verification (Sieve Analysis, Dry Unit Weight and Specific Gravity and Color Plate of Fine Aggregates -Six (6) Proof 4"x8" Test Cylinders)
 - a. Initial Mix (code T607) \$355.00/ea
 - b. Each Additional (code T607a) \$325.00/ea

4. Flexural Concrete Pavement Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine and Coarse Aggregates - Color Plate of Fine Aggregates - Three (3) Point Curves - Engineering Design - Six (6) Proof 6"x6"x20" Beams)
 - a. Initial Mix (code T612) \$411.00/ea
 - b. Each Additional (code T612a) \$350.50/ea
 5. Flexural Concrete Pavement Verification Mixes (code T608) \$355.50/ea
(Mixes Batched to Client's design not meeting plastic requirements are discarded) (code T608a).....\$150.00/ea
 6. Verification of Grout Mix Design (Sieve Analysis, Dry Unit Weight and Specific Gravity of Fine Aggregates – Color Plate of Fine Aggregates - Six (6) Proof 2"x2" Cubes) (code T627) \$235.00/ea
 7. Time of Setting of Concrete Mixtures by Penetration Resistance (ASTM C-403-80)
 - a. Initial Time of Set, First Mix (code T613) \$235.00/ea
 - b. Initial Time of Set Each Additional Mix (code T614) \$180.00/ea
Note: Initial and Final Set Charged at the Above Rates Plus Applicable Technician Time for Over 4.0 Hours
 - c. Initial Time of Set Performed with Strength Tests (code T615) \$180.00/ea
 - d. Additional Initial Time of Sets with Additional Consecutive Strength Tests (code T616) \$135.00/ea
 8. Cement Content of Hardened Portland Cement Concrete (ASTM C-85) Special Quote
 9. P.H. and Soluble Salts (Chloride, Sulfates, etc.) Special Quote
 10. Microscopical Determination of Air Void Content and Parameters of the Air Void System in Hardened Concrete (ASTM C-457, CRD C-42)
 - a. Air Content Only (Includes Preparation and Polishing)
 1. Initial Surface Special Quote
 2. Additional Surface Special Quote
 - b. Air Content, Specific Surface, Spacing Factor
 1. Initial Surface Special Quote
 2. Additional Surface Special Quote
 11. Splitting Tensile Strength of Cylindrical Concrete Specimens (Sawing Extra) (ASTM C-496) (code T633) ... \$52.50/ea
 12. Packages, Dry, Combined Materials for Mortar and Concrete (ASTM C-387)
 - a. Mortar for Unit Masonry Includes Yield, Bag Weight, Air Content, Water Retention, Compressive Strength (code T704)..... \$210.50/ea
 - b. Concrete Mix Includes Yield, Air Content, Compressive Strength Bag Weight (code T704a)..... \$268.00/ea
 13. Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression (code T635) \$75.00/ea
- 3.3 Cement**
1. Complete Physical and Chemical Testing of Portland Cement (ASTM C-150) Special Quote
 - a. Physical Only (Does not Include Optional) Special Quote
 - b. Chemical Only (ASTM C-114) Special Quote

2. Test for Time of Setting of Hydraulic Cement by Vicat Needle (ASTM C-191) (code T802)	\$115.50/ea
3. Test for Fineness of Portland Cement by Air Permeability Apparatus	
ASTM C-204 (code T804)	\$105.00/ea
325 Sieve (code T804a)	\$86.50/ea
4. Test for Compressive Strength of Hydraulic Cement Mortar Using 2 Inch Cube Specimens (ASTM C-109)	
a. 6 Cubes 2 Ages (code T800)	\$161.00/ea
b. 6 Cubes 3 Ages (code T800a)	\$172.00/ea
c. Additional 3 Cubes (code T800b)	\$58.00/ea
5. Tests for Air Content of Hydraulic Cement Mortar (ASTM C-185) (code T805)	\$74.50/ea
6. Test for Time of Settling of Hydraulic Cement by Gillmore Needles (ASTM C-266) (code T803)	\$81.00/ea
7. Test for Tensile Strength of Cement (ASTM C-190) (code T801)	\$46.00/ea
8. Test for Autoclave Expansion of Portland Cement (ASTM C-185)	Special Quote
9. Normal Consistency (ASTM C-187) (code T807)	\$86.50/ea
10. Loss of Ignition (ASTM C-114) (code T808)	\$85.00/ea
11. Throw-Out Mixes (code T728)	\$58.00/ea

3.4 Flyash

1. Complete Physical and Chemical (ASTM C-618 and C-311)	Special Quote
a. Chemical Only (ASTM C-618)	Special Quote
b. Fineness (Blaine) (ASTM C-204) (code T901)	\$81.00/ea
c. Fineness (Wash 325) (ASTM C-430) (code T902)	\$69.50/ea
d. Autoclave (Expansion or Shrinkage)	Special Quote
e. Specific Gravity (ASTM C-188) (code T903)	\$68.00/ea
f. Loss on Ignition (ASTM C-114) (code T904)	\$68.00/ea
g. Pozzolanic Activity Index with Portland Cement - 2 Mixes 28 Day Break Only (code T906)	\$172.00/ea
h. Pozzolanic Activity Index with Lime (code T907)	\$172.00/ea

3.5 Masonry Mortar

1. Compressive Strength (ASTM C-270)	
6 Specimens (code T710)	\$161.00/ea
9 Specimens (code T711)	\$172.00/ea
2. Autoclave Soundness (ASTM C-151)	Special Quote
3. Water Retention (ASTM C-270) (code T713)	\$69.50/ea
4. Time of Setting (ASTM C-266) (Gillmore)	
a. 1 Mix 8.0 Hours or Less (code T714)	\$81.00/ea
b. Additional Mix 8.0 Hours or Less (code T715)	\$58.00/ea
<i>Note: Send 1 Unopened Bat</i>	
5. Complete ASTM C-276 (6 Cubes) (code T715a)	\$289.00/ea

3.6 Soils

3.6.1 Field Inspection

Recording pertinent job site conditions and testing will be charged at hourly rates, portal to portal, and unit pricing per test fees presented below. Expense costs contained in the “miscellaneous expenses” sections of the schedule of fees will also apply.

1. Technician - see rates on page 3.
2. Nuclear Density Testing (ASTM D-2922) (code P019)..... \$18.50/ea
3. Moisture Test In-Place by Nuclear Methods (ASTM D-3017) (code P019a)..... \$13.50/ea
4. Sand Cone Density Test (ASTM D-1556) (code T940) \$33.50/ea
5. Calcium Carbide Gas Pressure Test for Moisture (ASTM D-4944) “Speedy” (code T940a)\$6.00/ea
6. Sample Collection/Delivery *excludes Technician time* (code T940b) \$14.50/ea
7. Hand Auger (ASTM D-1452) (code P115) \$8.00/ft (up to 6 feet)
8. Dynamic Cone Penetrometer (ASTM D-3441) (code I071)..... \$9.00/ft (up to 6 feet)

3.6.2 Laboratory Analysis

1. Atterberg Limits - Liquid and Plastic Limits (ASTM D-4318) (code T301)..... \$75.00/ea
2. Clay Lumps and Friable Particles (ASTM C-142)
 - Coarse Aggregates (code T411) \$111.00/ea
 - Fine Aggregates (code T412) \$75.00/ea
3. Los Angeles Abrasion (ASTM C-131) (code T422) \$305.00/ea
4. Materials Classification
 - a. AASHTO (code G014) \$155.00/ea
 - b. ASTM D-3282 (code G010) \$155.00/ea
 - c. Unified (USCS) (code G011)..... \$155.00/ea
5. Materials Finer than a No. 200 Sieve
 - a. Soils (ASTM D-1140) (code G026) \$40.00/ea
 - b. Aggregates (ASTM C-117)
 - Fine Aggregates (code G162) \$42.00/ea
 - Coarse Aggregates (code G161)..... \$42.00/ea
6. Modified Proctor Density Method A & B (code G042) \$110.00/ea
 - Modified Proctor Density Method C & D (code G043) \$158.00/ea
7. Moisture Content of Materials (ASTM D-2216) (code T300)..... \$13.50/ea
8. Particle Size Analysis (ASTM D-422) (code T303)..... \$125.00/ea
9. Relative Density of Soils (ASTM D-2049) (code G042a) \$162.50/ea
10. Sieve Analysis (ASTM C-136) (code T400) \$70.00/ea
11. Soil-Cement-Design and Verification (Materials Supplied by Client F.O.B. Lab) Special Quote
12. Soundness of Aggregates (ASTM C-88) (code T414)..... \$400.00/ea
13. Specific Gravity of Soils (ASTM D-854) (code G004) \$75.00/ea

14. Specific Gravity and Absorption of	
Coarse Aggregates (ASTM C-127) (code T405)	\$69.00/ea
Fine Aggregates (ASTM C-128) (code T406)	\$78.50/ea
15. Standard Proctor Density Method A & B (code G040)	\$100.00/ea
Standard Proctor Density Method C & D (code G041)	\$150.00/ea
16. Unit Weight and Moisture Content of Materials (ASTM C-29) (code G140)	\$68.00/ea

3.7 On-Site Laboratory / Lab Equipment

1. Mobilization (code A020a) (within 200 miles)	\$3,000.00/ea
2. Demobilization (code A020a) (within 200 miles)	\$3,000.00/ea
3. Rental (code A020)	\$3,000.00/month

Note: Utilities and water to be furnished by Client. If utilities are unavailable, a special quote for self-contained utilities is to be furnished once project site set-up specifics are determined

4.0 Investigative Engineering and Consulting

4.1 Physical Testing

Five (5) Universal testing Machines are available and provide a broad range of compression and tensile testing capabilities. Loading ranges from 100 to 600,000 pounds are available utilizing these apparatuses.

Initial Set-Up (code I001).....	\$220.50
Machine Time (code I002)	\$166.00/hr
Report Time (code I003).....	\$ 88.00/hr

4.2 Paints

	<u>TMS</u>	<u>ASTM</u>	
Total Solids, Percent by weight of Paint		D2621	Special Quote
Pigment, Percent by weight of Paint	4021.1	D2698	Special Quote
Nonvolatile Vehicle, Percent by Wt. of Paint	4053.1	D2369	Special Quote
Weight per Gallon, LBS.	4184	D1475	Special Quote
Consistency; K.U.	4287	D562	Special Quote
Fineness of Grind	4411.1		Special Quote
Drying Time	4061.2		Special Quote
Direction Reflectance		E97	Special Quote
Gloss 60 Specular	6101.1		Special Quote
Dry Opacity	4121.1		Special Quote
Lead, percent nonvolatile	7060	D4834	Special Quote
Elcometer Pull-off adhesion			Special Quote
Heat Stability			Special Quote
Flexibility			Special Quote

4.3 Equipment Fees

Nillson Resistance Meter (code I058b)	\$22.00/day
Portable Dynamic Cone Penetrometer (code I071a).....	\$22.00/day
Portable Dynamometer (code I072)	\$39.00/day
Barcol Hardness Impressor (code I081)	\$17.00/day
Durometer Hardness Gauges (code I082).....	\$17.00/day
Tooke Gauge (Paint Thickness) (code I083)	\$17.00/day
Positector (Paint Thickness) (code I084)	\$22.00/day
Calibrated Torque Wrench (code I092).....	\$27.00/day
Hunter Force Indicator (code I093)	\$27.00/day
Compton Fastener Tester (code I505).....	\$27.00/day
Dial Micrometers (code I103).....	\$11.00/day

4.4 Plastic (Fibrous Reinforced)

ASTM D638 (Tensile) (code I120)	\$446.00/set of 5
ASTM D790 (Flexural) (code I121).....	\$446.00/set of 5
ASTM D2584 (LOI/Resin Content) (code I122).....	\$100.00/set of 5
ASTM D2583 (Hardness) (code I123)	\$66.00/ea
ASTM D1621 (Compressive) (code I124).....	\$446.00/set of 5
ASTM D1622 (Density) (code I125)	\$100.00/set of 3

5.0 Environmental and Hydrogeological Services

Thompson's Environmental Group is comprised of a diverse team of professionals with significant knowledge and experience in environmental compliance and permitting, audits and assessments, engineering design, and monitoring and supervision of remedial activities. We are capable of managing matters involving site selection, assessment, planning and permitting, remediation, waste minimization, and regulatory compliance. We also provide stormwater pollution prevention plans (SWPPP) in accordance with the state environmental regulatory requirements, as well as furnish inspections and reporting. Furthermore, we provide formalized Qualified Credential Inspector (QCI) training programs (initial course with required renewals) that meet both state and transportation department requirements.

5.1 Subsurface Exploration

5.1.1 Groundwater Monitoring Wells

1. Drill Crew - 3 man (Portal-to-Portal) Special Quote
(Loadup, Mobilization, Decontamination, Sampling, Installation, Demobilization, Cleanup)
2. Direct Push – Investigations..... Special Quote
3. Hand Auger Sampling Special Quote
4. Abandonment – Inspection Special Quote
5. Asbestos – Surveying Special Quote
6. Lead Base Paint – Sampling/Testing Special Quote
7. Regulatory Compliance Special Quote
8. Environmental Engineering Special Quote
9. Safety Special Quote

Note: Bulldozer, clearing or special rental, protective safety gear, equipment or additional requested supplies/materials, permits to be provided by client or charged at cost plus 15%. Sites which require a high level of OSHA safety to be quoted on a project by project basis.

Client is responsible for location of core borings outside safe OSHA designated distances from above and underground utilities. Contaminated materials removed from the ground to be responsibility of client unless previously arranged. Hollow stem drilling/sampling operations conducted below water table are conducted at client's risk.

5.1.2 Field Equipment

1. Field Portable Gas Chromatograph (FID) (code E002) \$160.00/day
2. Field Organic Vapor Analyzer (PID) (code E003) \$115.50/day
3. Explosimeter/O₂ Meter (code E004) \$78.00/day
4. pH Meter, Cond. Meter (code E005) \$11.00/day
5. Andersen N6 Air Sampler (IAQ) (code I039)..... \$220.00/ea
6. Optical Survey Equipment (code I106)..... \$105.00/day
7. Well Development/Sampling Unit (Gen., Air Compressor, Accessories) (code E007)..... \$100.00/day
8. Field Decontamination Unit (Gen., Power Washer, Accessories) Special Quote
9. Pump Test Unit (Submersible Pump, Power & Flow Controls) (code E009) \$100.00/day
10. Monitoring well Evacuation Pump Special Quote
11. Metal Detector/Line Locator (code E011).....\$66.00/day
12. 5kw Electrical Generator Unit (code E014)\$66.00/day
13. Well Sampling Expendables (Bailer Decon., Prot. Gear, etc.) (code E017)\$17.00/well
14. Water Level Detector (code E018)\$11.00/day

15. Stormwater Sampling Instrumentation (Integrated rainfall gauge, flow measurement, and automatic sampler) (code E019)	\$772.00/week
a. Workboat and 2 man crew	Special Quote
16. GPS (Sub-Foot Accuracy) (code E025)	\$20.00/day
Note: Additional specialized field equipment available through coordination with individual divisions' specialized services.	

Prices available upon request.

6.0 Building Envelope / Roof Consulting / Equipment

6.1 Roofing Materials Testing

ASTM D36: Softening Point of Bitumen.....	Special Quote
ASTM D146: Pliability of Roofing Felt.....	Special Quote
ASTM D146: Strength of Roofing Felt	Special Quote
ASTM D228: Asphalt Roll Roofing, Cap Sheets & Shingles:	
a. Pliability.....	Special Quote
b. Behavior on Heating.....	Special Quote
ASTM D1863: Mineral Aggregate Used on Built-Up Roofs:	
a. Gradation (Size)	Special Quote
b. Dust Content (%)	Special Quote
ASTM D1864:.....	Moisture in Built-Up Roof
Aggregates	Special Quote
ASTM D2823:.....	Asphalt Roof Coatings:
a. Uniformity.....	Special Quote
b. Consistency (Stormer Viscometer)	Special Quote
c. Nonvolatile Matter	Special Quote
d. Behavior at 140° Fahrenheit	Special Quote
e. Pliability at 32° Fahrenheit	Special Quote
f. Water (percent).....	Special Quote
g. Residue by Evaporation.....	Special Quote
ASTM D2829:	Analysis of Built-Up Roof Samples (Surfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM D3617:	Analysis of Built-Up Roof Samples (Unsurfaced):
a. 12" x 12" Sample	Special Quote
b. 4" x 40" Sample	Special Quote
ASTM E515:.....	Field Leak testing of Seams
(Single Ply Membranes).....	Special Quote
Nuclear Roof Moisture Survey	Quote Available Upon Request
Infrared Roof Survey.....	Quote Available Upon Request

Prices for specific tests of polymeric single ply membrane materials available on request.

6.2 Equipment Fees

Infrared Camera for Roof Survey (code I065)	\$250.00/day
Nuclear Roof Moisture Gauge (code I060)	\$150.00/day
Roof Uplift Chamber (code I099)	\$200.00/day
Window Spray Testing Equipment (code I035)	\$200.00/day
Interior Air Chamber Materials (code I079)	\$100.00/ea
Rappelling Equipment (code I142)	\$100.00/day
Fastener Pull Resistance Tester (code I505a)	\$50.00/day
Roof Moisture Meter (code I011)	\$25.00/day
Wall Moisture Meter (code I012).....	\$20.00/day
Concrete Moisture Meter (code I013)	\$20.00/day

Schedule of Fees and Services
Thompson Engineering, Inc.
6.0 Building Envelope / Roof Consulting / Equipment

Troxler Nuclear Gauge Model 3216 (code I060).....	\$150.00/day
Holiday (Void) Meter (code I 217)	\$45.00/day
Hygrometers Analog (code I062).....	\$20.00/day
Psychrometer (code I061)	\$20.00/day
Anemometer (code I117)	\$10.00/day
Borescope (code I116)	\$40.00/day
Digital Caliper (code I118).....	\$10.00/day
Moisture Detector - Probe (code I41)	\$20.00/day
Delmhorst G30 & DP Moisture Detectors (code I141)	\$22.00/day
Coating Mil Thickness Gauge (NACE Standards) (code I084a)	\$20.00/day

7.0 Surveying

Registered/Professional Land Surveyor II (code 604)	See Section 1.1 Personnel
Registered/Professional Land Surveyor I (code 605)	See Section 1.1 Personnel
Drone Data Processor (code 601)	See Section 1.1 Personnel
Drone Pilot (code 602)	See Section 1.1 Personnel
Surveyor, Party Chief (code 603)	See Section 1.1 Personnel
Surveyor, Instrument Man (code 606)	See Section 1.1 Personnel
Surveyor, Rodman (code 607)	See Section 1.1 Personnel
Two-man Crew	\$200.00/hr.
Three-man Crew	\$250.00/hr.

Equipment List:

- Trimble R12 and Spectra Precision’s SP80 Real Time Kinematic GNSS Receivers
- Trimble tsc7 Data Collectors
- Trimble S5 Robotic Total Station
- Trimble Dini Digital Levels

7.1 Aerial Survey (Drone) Equipment

Lidar (code S200)	\$1,250.00/day
Photogrammetry (code S201)	\$1,000.00/day

8.0 Subsurface Utility Engineering

8.1 NDE / Ground Penetrating Radar

Mileage (code A002)	See Section 1.2 Other Expenses
Per Diem (code A004)	See Section 1.2 Other Expenses
Non Salary Expense (Consumables)	Cost +10%
Metal Detector/Line Locator (code E011)	\$75.00/day
GPR Equipment (Voids and Utilities) (code G430)	\$300.00/day
GPR Day Rate	Special Quote
Survey of Exploration Results	Special Quote
Mapping of Exploration Results	Special Quote

8.2 Advanced Exploration

5kw Generator (code E014)	\$100.00/day
Diamond Core Drilling	Special Quote
Hand Auger (ASTM D-1452) (code P115)	\$8.00/foot
Borescope (code I116)	\$100.00/day
DCP (ASTM D-3441) (code I071)	\$9.00/foot
Optical Survey Equipment (code I06)	\$115.00/day
Sample Collection (code T940b)	\$15.00/ea
GPS (code E025)	\$30.00/day
Pneumatic Probing	Special Quote
Pneumatic/Hydro Excavation (Potholing/Trenching)	Special Quote

9.0 Guidance and General Notes

9.1 Sample Submission

Guidance is provided herein for materials submitted to the laboratory to assure efficient response, accountability, sample integrity, and safety of laboratory personnel. Proper handling of material test samples is critical to the generation of meaningful results.

All material samples should be clearly identified and labeled including client name, sample number, and date/time submitted. Written instructions should be provided which clearly illustrate test and time requirements.

To ensure the health and safety of laboratory personnel and care of laboratory equipment, it is requested that identification include any awareness of sample contamination due to foreign organic and/or inorganic matter. Bulk soil samples (e.g. moisture-density and maximum-minimum index density tests) may be submitted in bound canvas (or plastic) bags, plastic (or metal) buckets with lid, or other similar container with identification of individual samples placed upon or into such container. Disturbed soil samples representative of in-situ substrata should be submitted in moisture-tight plastic or glass sealed containers with identification of individual samples clearly printed upon the exterior.

Undisturbed soil samples should be submitted in sealed thin-wall Shelby sampler tubes or within sealed rigid containers if previously extruded. Undisturbed soil samples and cores should be delivered in a vertical position with consideration to minimize sample vibration and exposure to heat. All soil samples representative of in-situ substrata and submitted to the laboratory should include sample depth (below existing ground surface) and Standard Penetration Resistance values, if applicable.

Excess (or unused) material samples obtained by us or submitted by the client for laboratory analysis are normally archived for a minimum period of 60 days following the date of project test completion unless custody is transferred at the request of the client or additional archive period is specifically requested by the our Engineer-In-Charge or client. Excess sample material may be returned to the client at their request and expense. Samples contaminated with matter meeting Federal and/or State Classification as a hazardous waste must be retrieved by the client at their expense.

9.2 Laboratory Analyses Procedures

Material test procedures listed are performed in accordance with accepted methodologies (Department of the Army, Corps of Engineers; American Society of Testing Materials, ASTM; and American Association of State Highway and Transportation Officials, AASHTO) and are referenced herein. Where such procedures dictate, requested tests of soil samples having insufficient amount of soil by weight or volume, and requested tests upon undisturbed soil samples having inclusions or evidence of disturbance or other physical qualities which indicate the sample to be unsuitable for development of meaningful results, the specific test(s) may not be performed and the client will be charged a minimum soil processing fee as provided herein.

Testing of materials for which there exist no current standards or standard test procedural modifications as authorized by the client for specific material requirements (e.g. samples containing hazardous waste as described) will be performed based upon actual time plus expenses. Contract prices are quoted upon request.

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)

5/8/2025

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 770.756.6599
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co of Pittsburg		19445
INSURER B: The Continental Insurance Company		35289
INSURER C: Everest National Insurance Company		10120
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 751235146**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:			GL6360655	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA5774685	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036845375	8/1/2024	8/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC013265767 (AOS) WC013265768 (CA)	8/1/2024 8/1/2024	8/1/2025 8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability incl. Pollution Liability			AAEP000499241	8/1/2024	8/1/2025	Per Claim Aggregate \$1,000,000 \$1,000,000

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

Re: Project #TAPAA-TA17(938), Sidewalks on Dauphin Island Parkway.

City of Mobile, Alabama and Client are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT F:
SUBCONTRACTING PLAN AND E-VERIFY AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HINDS

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Joel H. Hudnall (affiant) who, being duly sworn says as follows:

President/CEO of Neel-Schaffer, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for Neel-Schaffer 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 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.

I further attest that said Neel-Schaffer, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 128686.

Joel H. Hudnall
CEO of Neel-Schaffer

Sworn to and subscribed before me this 29th day of July, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Barbara L. Earles
Signature and Seal of Notary Public





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: Archevique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Neel-Schaffer, Inc
Address	PO BOX 22625 Jackson Ms 39225
Telephone	601-948-3071
E-Mail	anthony.fresolone@neel-schaffer.com

RFP/RFO Solicitation Number	2018-3005--19
Project Description	Innovating St. Louis St
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: Anthony Fresolone

Signature:  Date: 7-29-25

Title: Senior Project 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: Anthony Fresolone Title: Senior Project Manager

Email: anthony.fresolone@neel-schaffer.com Phone: 251-581-0248



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archieve.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company	Your Bid/Proposal Amount \$
Neel-Schaffer Inc	\$1,870,132.75

Date:

7	29	2025	Description	CEI
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Name of Bidder/Proposer: Anthony Fresolone

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]

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 Independent Contractor Services Agreement (*services*) between the City of Mobile and Thompson Engineering, Inc. (*name of contracting party*) 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



July 30, 2025

Nick Amberger, P.E.
City of Mobile Engineering Department
205 Government Street
3rd Floor, South Tower
Mobile, Alabama 36644

RE: Independent Contractor Services Agreement
Partially Executed Contracts

Nick,

Attached, please find five (5) partially executed contracts for the above-mentioned project. Please let us know if you have any questions or need additional information.

Respectfully submitted,

THOMPSON ENGINEERING, INC.

Matthew C. Rogers, P.E.
Principal Engineer / Team Leader

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Mobile (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Thompson Engineering, Inc., a Delaware corporation (hereinafter "CONTRACTOR"), and shall be effective as of the date this Agreement is last signed by all parties hereto (the "Effective Date").

1. Scope of Services

1.1 Services. Contractor shall provide embedded engineering and project management support as described in the Fee Proposal attached hereto - Exhibit A (the "Services"), including full-time placement of an engineer ("Key Personnel") and ancillary project management support ("Support Personnel").

1.2 Additional Tasks. City-initiated requests for work outside Exhibit A shall be memorialized in a written amendment per Section 4.

2. Term

2.1 Term. This Agreement commences on **August 1, 2025**, and automatically terminates on **July 31, 2026**, unless earlier terminated under Section 16. The Parties may renew this Agreement for successive one-year terms **only** if, before the current term expires:

- a. Both Parties execute a written renewal instrument that states the Contractor's compensation for the renewal term; and
- b. The City Council of Mobile, Alabama, adopts a resolution approving the renewal and appropriating the necessary funds.
- c. No renewal is effective or binding until the City Council approval in Paragraph 2 is obtained.

2.2 Funding-Out; Non-Appropriation. The City's obligations under this Agreement extend only to those funds appropriated by the Mobile City Council for the express purpose of this Agreement. Continuation of the Agreement beyond the City's current fiscal year is therefore contingent upon the Council's annual appropriation of sufficient funds. If, in any subsequent fiscal year, the Council fails to appropriate funds adequate to meet the City's remaining payment obligations, the City may terminate this Agreement automatically and without penalty as of the last day for which appropriated funds are available, by providing written notice to Contractor. The City shall be liable only for payment for Services properly performed and accepted through the effective date of termination, and Contractor shall have no further claim against the City, its officers, or its agents for any remaining term.

3. Compensation & Invoicing

3.1 Maximum Contract Sum (Not-to-Exceed). The total amount payable by the City under this Agreement, including all fees, costs, and reimbursable expenses, shall not exceed Four Hundred

Twenty-One Thousand Seven Hundred Eighty-Nine and 92/100 Dollars (\$421,789.92) (the "Contract Sum"), unless the Parties agree in writing to modify the Contract Sum pursuant to § 4. The Contractor shall be solely responsible for any costs exceeding the Contract Sum unless such increase is authorized by a written amendment under § 4.

3.2 Installment Schedule. Subject to § 3.1, the City will pay Contractor twelve (12) equal monthly installments of Thirty-Five Thousand One Hundred Forty-Nine and 16/100 Dollars (\$35,149.16) following satisfactory performance of Services for the corresponding month, as detailed in Exhibit A.

3.3 Invoices; Payment of Undisputed Amounts.

- a. **Monthly Invoice.** Contractor shall submit an itemized invoice each month via e-mail to [vendorinvoices@cityofmobile.org] that references this Agreement, contract number, invoice number, summarizes Services performed, and shows cumulative charges against the Contract Sum.
- b. **Undisputed Portion Paid Promptly.** Within thirty (30) calendar days after the City's receipt of a proper invoice, the City will pay the undisputed portion of that invoice.
- c. **Withholding of Disputed Sums.** The City may withhold payment of any amount it disputes in good faith, provided it gives Contractor written notice stating the basis of the dispute within the same thirty-day period. The parties shall cooperate in good faith to resolve the dispute; any amount thereafter agreed or determined to be payable shall be paid promptly.
- d. **No Waiver.** Payment of an invoice, in whole or in part, shall not constitute the City's acceptance of defective or non-conforming Services nor waive any other rights or remedies available to the City.

4. Change Management

4.1 Scope Changes. All changes to the Services shall be requested in writing by the City and accompanied by proposed cost and schedule impacts.

4.2 Change Authorization. No change shall bind the City until approved by the Mayor or designee in writing.

5. Independent Contractor Relationship

5.1 Status. Contractor and its personnel are independent contractors and shall not be deemed City employees or eligible for City benefits.

5.2 Taxes. Contractor is responsible for all payroll taxes, social security, insurance, and similar obligations.

5.3 No Authority to Bind City. Contractor, their employees, agents, and subcontractors are **not** authorized and shall **not** represent themselves to be agents of the City. Except as may be expressly set forth in this Agreement or in a separate, written delegation signed by the Mayor (or designee), Contractor has **no actual, apparent, or implied authority to bind the City** to any contract,

obligation, affirmation, representation, or warranty, nor to incur any liability on the City's behalf. Any attempt to do so shall be void and shall constitute a material breach of this Agreement.

6. Workspace & Access

6.1 Workspace. City will provide one (1) desk space and reasonable access to City facilities (conference rooms, office equipment) solely for the Services. Contractor shall comply with City facility rules and security protocols.

6.2 Return of City Property & Data Upon Termination.

- a. **City Assets.** Within five (5) business days after the expiration or earlier termination of this Agreement—or sooner upon the City's written demand—Contractor shall return to the City all City-furnished assets, including but not limited to equipment, tools, access cards, identification badges, keys, and any other tangible property.
- b. **Records and Data.** Contractor shall concurrently deliver to the City (or, at the City's written election, permanently destroy) all City data, documents, recordings, software, and other materials, in any medium, that were provided by the City or generated for the City in connection with the Services.
- c. **Certification.** Within ten (10) calendar days after completing the obligations in paragraphs (a) and (b), Contractor shall provide the City with a written certification, signed by an authorized officer, confirming that all City property has been returned and that no copies, extracts, or summaries of City data have been retained, except to the limited extent required by applicable law or valid professional-liability insurance obligations, in which case Contractor shall continue to safeguard such materials in accordance with this Agreement.
- d. **Survival.** Contractor's obligations under this Section survive the termination or expiration of this Agreement.

7. Key Personnel

7.1 Designation. Contractor provided engineer is designated as Key Personnel. Any replacement of Key Personnel requires prior written approval of the City.

7.2 Substitution. If Key Personnel become unavailable, Contractor will propose a qualified substitute within ten (10) days at no additional cost.

8. Conflict of Interest.

Contractor shall notify the City in writing within five (5) business days after becoming aware of any actual or potential conflict of interest that could reasonably affect the performance of its obligations under this Agreement.

9. Confidentiality & Records; Audit

9.1 Confidential Information. Contractor shall keep confidential all non-public City information obtained in performance of Services and use it solely for purposes of this Agreement.

9.2 Records Retention. Contractor shall maintain books, time records and expense documentation for at least three (3) years and make them available to City upon reasonable notice.

9.3 Audit Rights. City may audit Contractor's records relating to this Agreement upon reasonable notice.

9.4 Alabama Public Records Act Compliance.

Contractor acknowledges that any documents, data, or other records it creates or furnishes under this Agreement that come into the City's possession **constitute** "public records" under the Alabama Public Records Act, Ala. Code §§ 36-12-40 et seq. Unless a statutory exemption applies, the City may be legally required to disclose such records in response to a lawful request. The City shall incur no liability to Contractor for any disclosure made in good-faith compliance with the Act. If Contractor asserts that specific information is exempt from disclosure, Contractor shall—within fifteen (15) business days after the City's written notice—identify the applicable exemption and provide a legally sufficient written justification; otherwise, the City may release the information without further notice to Contractor.

10. Personnel & Physical Security

10.1 Pre-Assignment Screening.

Contractor shall ensure that each employee, agent, or subcontractor who will require access to City facilities, systems, or sensitive data first:

- a. undergoes a criminal-background check acceptable to the City; and
- b. satisfies all City physical-security protocols (e.g., badge issuance, visitor logs, escort requirements).

No individual may be assigned to the Project until the City's Security Division issues written clearance.

10.2 Credentials, Access, and Removal.

- a. Contractor shall issue and track all identification badges and keys provided by the City and shall immediately retrieve and return them when an individual's assignment ends or upon the City's written demand.
- b. The City may revoke an individual's clearance at any time for reasonable cause; upon notice, Contractor shall immediately remove that individual from City premises and information systems.

10.3 Contractor's Duty to Enforce.

Contractor shall enforce all City safety and security rules—including emergency-evacuation, visitor-control, and workplace-violence policies—among its personnel while on City property.

10.4 Survival.

Obligations in this Article survive termination or expiration of the Agreement.

11. Information & Data Security

11.1 City IT Acceptable-Use Compliance.

Whenever accessing, processing, storing, or transmitting City data—or connecting to any City network—Contractor and its personnel shall comply with the City of Mobile Information-Technology Acceptable-Use Policy, Cyber-Security Standards, and any successor policies (collectively, “IT Policies”).

11.2 Data Safeguards & Privacy.

Contractor shall implement and maintain administrative, technical, and physical safeguards appropriate to the sensitivity of City data, including, at minimum:

- a. encryption in transit and at rest; and
- b. least-privilege access controls and multifactor authentication where supported; and
- c. secure media-handling and disposal procedures; and
- d. compliance with all applicable privacy laws, regulations, and industry standards.

11.3 CJIS-Covered Data.

If the Services involve information governed by the FBI *Criminal Justice Information Services (CJIS) Security Policy*, Contractor shall:

- a. Maintain safeguards that meet or exceed the then-current CJIS Security Policy; and
- b. Ensure all personnel complete City-approved CJIS security-awareness training and pass the requisite background checks before access is granted; and
- c. Execute any CJIS security addenda or agreements required by the City or the State of Alabama; and
- d. Cooperate with City or state compliance audits, incident-response investigations, and certification activities.

11.4 Incident Notification.

Contractor shall notify the City’s Chief Information Security Officer **in writing within twenty-four (24) hours** after discovering any actual or suspected security incident involving City data, networks, or systems, and shall cooperate fully in containment, remediation, and forensic analysis.

11.5 Audit & Cooperation.

Upon the City’s written request and with reasonable notice, Contractor shall make security-related records available for City review or audit and shall remediate any material deficiencies identified.

11.6 Survival.

All obligations in this Article survive expiration or earlier termination of the Agreement.

12.0 Insurance Requirement

- a. **General.** Contractor shall, at its sole cost, procure and maintain in force for the duration of this Agreement the insurance described below with insurers admitted in Alabama and rated

at least A-, VII by A.M. Best. Endorsements required below shall be delivered to the City as exhibits; full policies shall be produced upon written request.

b. **Coverage & Limits** (edition dates 04-13 or later unless otherwise noted):

- **Commercial General Liability** - ISO CG 00 01 occ. form
Limits: \$1,000,000 per occurrence / \$2,000,000 general & products-completed ops aggregate (per-project agg. via ISO CG 25 03 if available)
- **Automobile Liability** (covering owned, non-owned and hired vehicles)
 - Combined Single Limit (bodily injury & property damage): \$1,000,000 per accident
 - If Contractor owns no autos, maintain Hired & Non-Owned Auto Liability with same limit.
- **Workers' Compensation & Employers' Liability**
 - Workers' Compensation as required by Alabama law
 - Employers' Liability: \$500,000 each accident
- **Umbrella / Excess Liability**
 - Limits: \$2,000,000 each occurrence / \$2,000,000 aggregate
 - Shall follow-form over Commercial General Liability, Automobile Liability, and Employer's Liability
- **Professional Liability**
 - \$2,000,000 each claim & aggregate
 - Maintain coverage or 2-yr tail after completion

c. **Required Endorsements & Provisions**

- **Primary & Non-Contributory:** All insurance coverage required herein shall be primary to, and non-contributory with, any insurance maintained by the City of Mobile.
- **Additional Insured:** Contractor shall cause its Commercial General Liability, Automobile Liability, and Umbrella policies to include the City of Mobile, its officers, employees, and volunteers as Additional Insureds on a primary, non-contributory basis, using ISO endorsement forms CG 20 10 and CG 20 37 (or equivalents).
- **Waiver of Subrogation:** Contractor and its insurers shall waive all rights of subrogation against the City of Mobile, its officers, employees, and volunteers, by endorsement form WC 00 03 13 (or equivalent) on the Workers' Compensation policy and by appropriate endorsement on all other applicable policies (CGL, Auto, E&O).
- **Notice of Cancellation:** All policies (except Workers' Compensation) shall provide the City of Mobile at least thirty (30) days' advance written notice of cancellation, non-

renewal, or material change (ten (10) days for non-payment), using ISO CG 02 24 10 13 (or equivalent) to guarantee notice.

12.1 Flow-Down Requirement

Contractor shall cause every subcontractor, supplier, vendor, or other entity engaged in the performance of the Services to:

- a. **Insurance.** Maintain liability insurance (CGL, Auto, WC/EL, Umbrella, and Professional Liability, as applicable) with limits, endorsements, and conditions no less protective of the City than those required of by Contractor.
- b. **Indemnity.** Execute written indemnity provisions in favor of the City that are no less protective than the indemnity obligations assumed by Contractor.
- c. **Evidence.** Furnish certificates of insurance and required endorsements to Contractor before the subcontractor commences work, and Contractor shall provide such evidence to the City upon request.
- d. **Material Breach.** Failure by any subcontractor, supplier, vendor, or other entity to maintain the required insurance coverages, endorsements, or to furnish the Certificates of Insurance and endorsements as required above shall constitute a material breach of this Agreement by Contractor, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause, and pursue any other remedies available.

13. Indemnification

13.1 General Liability Indemnification (CGL/Auto-Backed)

- a. **Indemnity & Duty to Defend.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City of Mobile, Alabama, and its officers, elected officials, agents, representatives, and employees ("City") from and against any and all claims, damages, losses, liabilities, fines, penalties, and expenses (including reasonable attorney fees and court costs) arising out of or resulting from bodily injury, sickness, disease, death, or property damage (including loss of use) to the extent caused, in whole or in part, by the negligent or reckless acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The duty to defend applies only to claims that are, or but for exhaustion of limits would be, covered by Contractor's Commercial General Liability or Automobile Liability insurance.
- b. **Sole-Negligence Carve-Out.** Contractor shall have no obligation to indemnify or defend the City against losses caused by the City's sole negligence.
- c. **No Limitation by Insurance.** Contractor's indemnity obligations are independent of and shall not be limited by any insurance maintained by Contractor.

13.2 Professional Services Indemnification (E&O-Backed)

The Contractor shall procure and maintain the professional liability insurance required by **the Insurance Clause** of this Agreement, which insurance is a condition precedent to the effectiveness of this indemnity.

- a. **Indemnification.** In accordance with § 41-9A-3, Code of Alabama (1975), the Contractor shall indemnify and hold harmless the **City of Mobile, Alabama** and its officers, elected officials, agents, representatives, and employees (collectively, “City”) from and against any and all claims, suits, liabilities, damages, losses, **diminution in value**, costs, and related expenses (including reasonable attorney fees and court costs) **to the extent** caused, **in whole or in part**, by the negligent, reckless, or intentional acts or omissions, **intellectual-property infringement, or failure to pay a subcontractor or supplier** of the Contractor, its subcontractors, or anyone for whom the Contractor is legally liable.
- b. **Defense-Cost Reimbursement.** *To the extent permitted by § 41-9A-3, Code of Ala. 1975,* the Contractor shall **reimburse** the City for the reasonable attorney fees, expert fees, and litigation costs it incurs in defending a claim described above, **but only in proportion to** (i) the Contractor’s adjudicated share of fault, **or** (ii) the share of any settlement that is reasonably attributable to the Contractor’s conduct.

To the fullest extent permitted by § 41-9A-3, Code of Alabama 1975, the Contractor shall reimburse the City for all reasonable attorney’s fees, expert fees, and litigation costs the City incurs in investigating or defending any claim described in this Agreement, in proportion to (i) the Contractor’s adjudicated share of fault, or (ii) the portion of liability, settlement, or resolution that is reasonably attributable to the acts, errors, or omissions of the Contractor or its subcontractors, agents, or employees, whether or not the Contractor funds such settlement or resolution.

13.3 Notice, Tender & Cooperation; Survival. City shall promptly notify Contractor in writing of any claim subject to indemnification hereunder and shall tender such claim to Contractor for defense. Contractor shall cooperate fully with City in the defense and resolution of any such claim. City may, at its own expense, participate in the defense with counsel of its own choosing. All obligations under this indemnity provision shall survive completion, termination, or expiration of this Agreement.

13.4 Completion. For purposes of this Section, “completion” shall mean both (a) the City’s final acceptance of all Services or deliverables and (b) the formal close-out of the project, including resolution of punch-list items, delivery of all final documentation, and completion of any administrative close-out tasks.

13.5 Survival & Flow-Down. This Section shall survive termination or expiration of the Agreement. The Contractor shall require its subcontractors and suppliers to accept indemnity obligations no less protective of the City than those set forth herein.

13.6 Statutory Limitation. The Contractor’s obligations to indemnify, hold harmless, or reimburse defense costs under this Agreement shall apply only to the extent permitted by § 41-9A-3, Code of Alabama 1975, as amended, and any successor statute. Nothing in this Agreement shall be interpreted to impose obligations beyond those allowed by applicable law or the coverage available under the Contractor’s professional liability insurance.

13.7 Material Breach. Failure by Contractor or any subcontractor to maintain the insurance coverages, endorsements, or to furnish Certificates of Insurance and required endorsements prior to commencement of Services shall constitute a material breach, entitling City, at its option, to withhold payments, suspend performance of Services, terminate this Agreement for cause or reimbursement for damages directly from Contractor directly caused by the breach.

13.8 City Review of Policy. City reserves the right to review and/or reject any insurance policy or endorsement that it, in its reasonable discretion, deems insufficient or non-compliant. Contractor shall have ten (10) business days to cure.

14 Standard of Performance. Contractor 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.

15. Compliance with Laws and Licensing

15.1 Legal Compliance. Contractor shall perform Services in compliance with all applicable federal, state, and local laws, regulations and building codes.

15.2 Licensing. Contractor and its personnel shall maintain all required professional licenses, registrations, and certifications (e.g., Professional Engineer under Ala. Code § 34-11-1 et seq.). Contractor shall provide copies of current licenses prior to commencement and upon renewal and notify City within five (5) business days of any change in status.

15.3 Immigration Compliance (E-Verify).

Pursuant to Ala. Code § 31-13-9, Contractor affirms enrollment in the U.S. Department of Homeland Security's **E-Verify** program and shall continue participation throughout the Term. Before commencing Services, Contractor shall deliver to the City a fully executed **E-Verify affidavit** (Form "Affidavit of Immigration Law Compliance") and will provide updated affidavits upon each renewal of this Agreement.

15.4 Anti-Discriminatory Boycott Representation (Ala. Code § 41-16-5).

Contractor represents that it is not currently engaged in, and for the duration of this Agreement will not engage in, **any** boycott—as that term is defined in Ala. Code § 41-16-5(a)(1)—of a person or business entity that is doing business in a jurisdiction with which the State of Alabama can enjoy open trade.

15.5 Drug-Free Workplace & OSHA Compliance.

Drug-Free & Safety Compliance. Contractor shall maintain a drug-free workplace consistent with 41 U.S.C. § 8101 et seq. and shall ensure its personnel comply with all applicable OSHA and City safety rules while on City premises. Contractor shall promptly notify the City of any OSHA citation or drug-related violation arising from the Services.

15.6 Non-Discrimination (Title VI / ADA).

Contractor shall not discriminate against any person on the basis of race, color, national origin, sex, disability, age, or any other status protected by law and shall comply with **Title VI of the Civil**

Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), and all implementing regulations. Contractor shall ensure that its programs, services, and activities under this Agreement are accessible to persons with disabilities and shall provide reasonable accommodations upon request.

16. Termination

16.1 For Convenience. City may terminate for convenience with fourteen (14) days' prior written notice.

16.2 For Cause. City may terminate immediately for material breach, including but not limited to failure to manage conflicts or maintain licenses.

16.3 Wind-Down Services (City Option). At the City's sole option, which the City may exercise in its termination notice or by separate written directive issued within five (5) business days thereafter, Contractor shall continue to provide reasonable transition or wind-down Services for a period not to exceed thirty (30) calendar days after the effective date of termination. Contractor shall perform any such Services in accordance with the requirements of this Agreement and at the rates (and within the not-to-exceed compensation ceiling) specified in § 3. If the City does *not* elect to require wind-down Services, Contractor's obligations to perform Services shall cease on the termination date, and no further wind-down liability shall attach to either party.

16.4 Final Payment. City shall pay Contractor for Services rendered and costs incurred through the effective date of termination.

17. Mutual Non-Solicitation & Non-Hiring

During the term and for twelve (12) months thereafter, Contractor shall not directly or indirectly solicit for employment or hire any employee without City's prior written consent, and City shall not directly or indirectly solicit for employment or hire any Contractor employee without Contractor's prior written consent.

18. Assignment & Subcontracting

18.1 Assignment. Neither party may assign this Agreement without the other's prior written consent.

18.2 Subcontracting. Contractor may subcontract Services only with City's written approval and remains responsible for performance of all subcontractors.

19. Governing Law & Venue

This Agreement and any dispute arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. The parties agree that any action or proceeding relating to this Agreement shall be brought exclusively in the state courts of Mobile County, Alabama, or the United States District Court for the Southern District of Alabama, Mobile Division, and each party hereby irrevocably submits to the personal jurisdiction and venue of such courts.

20. Notices.

Any notice, demand, request, or other communication required or permitted under this Agreement (“Notice”) shall be in writing and shall be deemed given and effective:

- Upon **personal delivery** to the recipient;
- Upon confirmed delivery by a **recognized overnight courier service** (e.g., FedEx, UPS); or
- **Three (3) business days** after deposit in the United States Postal Service, sent by **certified mail, return receipt requested**, postage prepaid.

All Notices shall be addressed as follows:

If to the City:

**City Engineering Department
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: Nicholas Amberger, P.E.**

Copy to:

**City of Mobile Legal Department
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: City Attorney**

If to the Contractor:

**Thompson Engineering, Inc.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: Mr. Kendall Kilpatrick, P.E.**

Copy to:

**Thompson Engineering Legal Dept.
2970 Cottage Hill Rd, Ste. 190
Mobile, AL 36606
Attn: General Counsel**

21. Entire Agreement; Amendments

This document, including Exhibits A–B, constitutes the entire Agreement and supersedes all prior discussions. Any amendment must be in writing and signed by both parties.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

THOMPSON ENGINEERING, INC.

By: Kendall Kilpatrick
Name: Kendall Kilpatrick
Title: CEO
Date: July 29, 2025

State of Alabama }
County of Mobile }

I, Stephanie Ivey McAleer the undersigned Notary Public, in and for said county and state, hereby certify that Kendall Kilpatrick [Individual's Name] whose name as Chief Executive Officer [Title] of the Thompson Engineering, Inc. [Corporation's Name], a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 30th day of July, 2025

Stephanie Ivey McAleer
Notary Public

Print Stephanie Ivey McAleer

My commission expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



CITY OF MOBILE

By: _____
Name: William S. Stimpson
Title: Mayor
Date: _____

Attest:

City Clerk

Exhibit A – Fee Proposal

(Insert full text/tables from Thompson’s April 9, 2025, proposal.)

Project No. _____	
County City of Mobile	
Description City-Wide Project Management Support	
Scope of Work Full-time embedded staff to support Project Management	
Project Duration _____	12.00
Consultant Thompson Engineering, Inc.	
Project Manager	Project Manager
Month 1: May 2025	
Part-time embedded Project Manager	11.00
	11.00
Month 2 through 12: June 2025 through May 2026	
Full-time embedded Project Manager	238.00
	238.00
TOTALS	249.00

Project No. _____			
County City of Mobile			
Description City-Wide Project Management Support			
Scope of Work Full-time embedded staff to support Project Management			
Project Length 12.00 Months			
Consultant Thompson Engineering, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Principal Engineer (10% of PM)	24.90	\$ 522.40	\$ 13,007.76
Project Manager	249.00	\$ 619.52	\$ 154,260.48
Total Direct Labor			\$ 167,268.24
Combined Overhead (%)	125.18		\$ 209,386.38
Out-of-Pocket Expenses**			\$ 6,000.00
Sub-Total			\$ 382,654.62
Operating Margin (10%)			\$ 38,265.46
Sub-Total			\$ 420,920.08
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 420,920.08
Facilities Capital Cost of Money (% of Direct Labor)	0.52		\$ 869.79
TOTAL FEE			\$ 421,789.87

**See Grand Total Fee sheet

Project No. _____ County City of Mobile Description City-Wide Project Management Support Scope of Work Full-time embedded staff to support Project Management Project Duration 12.00 Months Consultant Thompson Engineering, Inc.				
Out-of-pocket Expenses (Project Manager)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Monthly Vehicle Allowance	12	1	\$500.000	\$ 6,000.00
Total Mileage Cost				\$ 6,000.00
Subsistence Cost				
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 6,000.00
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 6,000.00
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Exhibit B – Insurance Requirements

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability: \$2,000,000 per claim / \$2,000,000 aggregate



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto	
	PHONE (A/C, No, Ext): (334) 386-3608 FAX (A/C, No):	
	E-MAIL ADDRESS: rhutto@turnerfirst.com	
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Co.	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB 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	N/A	X	WC 3534777-03	2/1/2025	2/1/2026	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City-Wide Project Management Support

City of Mobile, its officers, employees, and volunteers are named additional insured on a primary and noncontributory basis as respect General Liability and Auto Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile, its officers, employees, and volunteers as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

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 Arthur J. Gallagher Risk Management Services, LLC 13th St 4th floor Gulfport MS 39501	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@aig.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1335401680**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

Independent Contractor Services Contract

CERTIFICATE HOLDER**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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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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, an Agreement, for Independent Contractor Engineering Services between the City of Mobile and Thompson Engineering, Inc. for work as outlined in the Agreement attached hereto 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 executed Agreement will be on file in the office of the City Clerk.

Name of company: THOMPSON ENGINEERING, INC.

Project name: Project management for various City projects

Cost: \$421,789.92

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 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 B & L Cable Construction LLC for telecommunications fiber optic conduit for Dotch Community Center.

Amount of Contract:

\$19,948.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250731 BL Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 August 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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B & L Cable Construction LLC for telecommunications fiber optic conduit for Dotch Community Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,948.00

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 5966

How many bidders received bid packages (if applicable): 3 + 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>26013</u>	2025	(1500) PUBLIC SAFETY ADMIN	TELECOMMUNICATIONS FIBER OPTIC CONDUIT FOR DOTCH COMMUNITY CENTER (SEALED BID 5966)	\$19,948.00	<u>(284224) B & L CABLE CONSTRUCTION LLC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026013-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421 Tel#334-427-0888 Fax 334-427-8368	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 ZIRLOTTK@CITYOFMOBILE.ORG
--	---

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	284224				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER BID #5966 INSTALLATION AS PER STATED	1780.00 LOT	10.00000	17800.00
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Additional Description Notes

"2 BURIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDR 13.5 SINGLE CONDUIT, SDR 13.5 1 1/4 IN CONDUIT. FURNISH & INSTALL"

Vendor Item
 Inventory Item/Loc 12376
 Vendor Item No.: ESTIMATE # 795

1	1000.30.15.1500.1500.1500.0000.0000.42200.			17800.00
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

002	INSTALLATION AS PER STATED	6.00 LOT	290.00000	1740.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026013-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ANDALUSIA, AL 36421

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	1284224				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
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"36" L X 24" W X 24" D OPEN BOTTOM CONCRETE PULL BOX. INSTALL ONLY"
 Vendor Item
 Inventory Item/Loc 12376
 Vendor Item No.: ESTIMATE # 795

1 1000.30.15.1500.1500.1500.0000.0000.42200.	1740.00
--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

003 INSTALLATION AS PER STATED	6.00 LOT	30.00000	180.00
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Additional Description Notes

"MARKER POST FOR HANDHOLES AND FIBER OPTIC CONDUIT LINES. INSTALL ONLY"
 Vendor Item
 Inventory Item/Loc 12376
 Vendor Item No.: ESTIMATE # 795

1 1000.30.15.1500.1500.1500.0000.0000.42200.	180.00
--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026013-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ANDALUSIA, AL 36421

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	1284224				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004 INSTALLATION AS PER STATED	6.00 LOT	38.00000	228.00
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Additional Description Notes

"3 IN OF CLEAN PEA GRAVEL FOR 36" L X 24" W OPEN BOTTOM HANDHOLE BOX.
 FURNISH & INSTALL"
 Vendor Item
 Inventory Item/Loc 12376
 Vendor Item No.: ESTIMATE # 795

1 1000.30.15.1500.1500.1500.0000.0000.42200.	228.00
--	--------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026013-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ANDALUSIA, AL 36421

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	284224				PUBLIC SAFETY ADMIN

LN	Description / Account	Qty	Unit Price	Net Price
	2460 GOVERNMENT STREET MOBILE, AL 36606			
005	FIBER OPTIC COMMUNICTIION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5680 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047	1.00 JOB	0.00000	0.00
1	1000.30.15.1500.1500.1500.0000.0000.42200.			.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total 19948.00

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

Account	Amount	Remaining Budget
1000.30.15.1500.1500.1500.0000.0000.42200.	19948.00	332904.14
PUBLIC SAFTEY ADMIN EXP	PROFESSIONAL & TECHNICAL	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026013-00 FY 2025 Acct No: 1000.30.15.1500.1500.1500.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
---	--

Page 5

Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

ANDALUSIA, AL 36421

MOBILE, AL 36606
 ZIRLOTTK@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/25/25	284224				PUBLIC SAFETY ADMIN

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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

Activity	Date	Clerk	Comment
Approved	06/16/25	ROBERT LASKY	
Approved	06/16/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	06/25/25	ROBERT LASKY	
Approved	06/25/25	CURTIS GRAVES	Auto approved by: 910519642
Rejected	06/25/25	ANNE FOLEY	ADD ITEM #18047 AND QUOTE.
Unknown	07/22/25	ANNE FOLEY	
Approved	07/22/25	DONALD ROSE	Auto approved by: 9105fola
Approved	07/22/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/22/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/22/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	07/22/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	07/22/25	ANNE FOLEY	
Approved	07/22/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5966
FOR FIBER OPTIC COMMUNICATION
NETWORK SERVICE AND MAINTENANCE

	ITEM	ADVANCED COMMUNICATIONS	B & L CABLE
#1	ITEM #18045 Aerial Cabling	N/B	\$3,892.07
#2	ITEM #18046 Fiber Optic & Splice	\$1,519.00	\$1,140.00
#3	ITEM #18047 Boring	\$5,219.19	\$3,372.63

BID SHEET

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Postal Service Does Not Deliver to This Street Address

Please quote the lowest price at which you will furnish the articles listed below

12:01 PM, Friday, July 18, 2025

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 5 SCOPE OF WORK Contractor agrees to be bound to all applicable provisions of state and City laws concerning the installation and repair of communication cables, conduits, and aerial material, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City. ITEM #1: AERIAL CABLING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year. Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. –(see www.foa.org). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting. ITEM #2: FIBER OPTIC NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Fiber optic termination and splicing on these systems will need to be performed utilizing fusion splicing techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".					
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 5 The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting. ITEM #3: UNDERGROUND BORING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation. BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.					
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 4 of 5 This bid establishes a fixed price for each component of the item. You must bid on each line of the item. Use the attached quote sheets for your pricing and the quantity of one (1) for each component. Failure to quote on a component will disqualify you for that ITEM. You can bid n/c (no charge) for any component. This will establish the price at \$0.00. Total the Unit Price for each ITEM and list your total on this page. (The quote sheets attached will be used for each job.) ITEM 1 Aerial Cabeling Total: _____ ITEM 2 Fiber Optic & Splice Total: _____ ITEM 3 Boring Total: _____ A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices. 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						
			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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 5 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. Prices are to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile. Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED. If you have any questions, please contact the Purchasing Department prior to 12:00 noon on Tuesday, July 15, 2025, at 251-208-7434 or purchasing@cityofmobile.org. THIS BID WILL BE AWARDED ON AN ITEM BASIS					
			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.

Construction Quote

ITEM 1: AERIAL CABLING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine Fiber Link ualit or fault.	Hour		\$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	Each		\$ -
4	Move Stored Aerial fiber optic cable. Install Only	Each		\$ -
5	Aerial Fiber Optic cable preparation (any count fiber). Install Only	Each		\$ -
6	Aerial Fiber Optic Splice Case preparation (to include expansion kits . Install Only	Each		\$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	Each		\$ -
8	Aerial Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	Each		\$ -
9	Hang and Secure Fiber Optic Splice Case for Aerial Application. Install Only	Each		\$ -
10	Aerial Fiber Optic Cable Install and Lashing , One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
11	Aerial Fiber Optic Cable Install and Lashing , One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	LF		\$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	LF		\$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	LF		\$ -
14	Wood Pole Class I II 35 ft. Penta. Furnish and Install	Each		\$ -
15	Wood Pole Class II I 40 ft. Penta. Furnish and Install	Each		\$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	LF		\$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	Each		\$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	Each		\$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	Each		\$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only	hour		\$ -
21	Overhead fiber optic cable and strand wire removal and disposal 100 foot minimum .	LF		\$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
23	Combined overhead copper communication cable, fiber optic and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	LF		\$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	Each		\$ -
25	Cable identification marker wrap installation Per pole. Install Only	Each		\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 2: FIBER OPTIC & SPLICE NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	HOURL		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	HOURL		\$ -
3	Fiber Optic Enclosure Housing preparation and installation (both wall and rack). Install Only	EACH		\$ -
4	Fiber Optic Enclosure Housing Simplex Patchcord/Pigtail preparation for fusion splicing to include both Multimode and Singlemode. Install Only	EACH		\$ -
5	Fiber Optic cable preparation (any count fiber) . Install Only	EACH		\$ -
6	Fiber Optic Splice Case preparation (to include expansion kits). Install Only	EACH		\$ -
7	Fiber Optic Existing Splice Case Opening and re-entry	EACH		\$ -
8	Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	HOURL		\$ -
9	Miscellaneous Fiber Optic repair or install. Labor Only	HOURL		\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -

BID NUMBER

Quote Total

\$ -

Contact Info:

Contact Number

Date Available

Construction Quote

ITEM 3: UNDERGROUND BORING NARRATIVE

JOB Name:		Unit Price	Quantity	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDR11 or SDR13.5 - single 1 1/4 inch conduit. Install only	LF		\$ -
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	LF		\$ -
3	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 1 1/4 inch conduit. Furnish and Install	LF		\$ -
4	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	LF		\$ -
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	LF		\$ -
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	LF		\$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 2 inch conduit. Furnish and Install	LF		\$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	LF		\$ -
10	36" L x 24" w x 24" D open bottom concrete pull box. Install Only	EA		\$ -
11	36" L x 24" w x 30" D open bottom concrete pull box. Install Only	EA		\$ -
12	36" L x 24" W x 36" D open bottom concrete pull box. Install Only	EA		\$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	LF		\$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	EA		\$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	LF		\$ -
17	Conductor, #12 Stranded or Solid (Tone Wire) . Install only	LF		\$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	LF		\$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit s stem. Install Only	LF		\$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	LF		\$ -
22	Conduit PVC Schedule 40, 2 inch, to include strapping for above ground building penetration. Furnish and Install			\$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	EA		\$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	EA		\$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	EA		\$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	EA		\$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	EA		\$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	SQ FT		\$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	SQ FT		\$ -
	3" of clean pea gravel for 36"L x 24" open bottom handhole box. Furnish and Install	Ea		\$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	EA		\$ -
31	Miscellaneous Underground systems repair or install. Labor Only	EA		\$ -
32	Right of Way Performance Bond minimum \$10,000	EA		\$ -
33	Right of Way Performance Bond minimum \$15,000	EA		\$ -
34	Right of Way Performance Bond minimum \$20,000	EA		\$ -
35	Right of Way Performance Bond minimum \$ 25,000 2.5 percent	EA		\$ -

BID NUMBER _____

Quote Total

\$

Contact Info: _____

Contact Number _____

Date Available _____

INSURANCE REQUIREMENTS

For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence

- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider 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.



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: August 5, 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 VES Specialists for replacement of rollup door at Fire Station #7 for Facility Maintenance

Amount of Contract:

\$31,960.00

Funding Source

Capital Equipment - Public Buildings

ATTACHMENTS:

1. 20250731 VES Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 August 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 VES Specialists

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to VES Specialists for replacement of rollup door at Fire
Station #7 for Facility Maintenance.
Capital Equipment - Public Buildings

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$31,960.00

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 Public Works bid law sealed bid requirement

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

How many bidders submitted bids (if applicable): _____

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

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>26136</u>	2025	(3035) FACILITY MAINTENANCE	REPLACE ROLLUP DOOR FOR FIRE STATION #7 FOR FACILITY MAINTENANCE (PRICE BELOW PUBLIC WORKS BID LAW SEALED BID REQUIREMENT)	\$31,960.00	<u>(224020) VES SPECIALISTS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026136-00 FY 2025 PO 25011684 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 1
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Vendor VES SPECIALISTS 25 ELIZA JORDAN RD S	Ship To MECHANICAL SYSTEMS 850 OWENS STREET
---	---

MOBILE, AL 36608

Tel#251-751-8988
Fax 251-649-5438

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	224020	06/18/25			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

done a public works project under alabama title 39
AS PER YOUR WRITTE QUOTE 12055 DATED 6-18-2025 PRICE TO DO DOOR REMOVALS AND
INSTALL SHALL TOTAL THE AMOUNT ON YOUR QUOTE.

001	Remove existing door and furnish and install 4) 14 x 14, wind rated, industrial rolling steel service door;flat slat, tan, rioht hand opener, phase	4.00 HOUR	7990.00000	31960.00
-----	---	--------------	------------	----------

1	2000.80.00.0000.0000.0000.0000.47010. E E0030 .CAPEQUIPMT.			31960.00
---	---	--	--	----------

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026136-00 FY 2025 PO 25011684 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 2
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Vendor VES SPECIALISTS 25 ELIZA JORDAN RD S MOBILE, AL 36608 Tel#251-751-8988 Fax 251-649-5438	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
---	---

Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	224020	06/18/25			FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
002 Springs in barrel assemblies - broken - safety hazard if drive chain on operator comes loose, doors will free fall	1.00 EACH	0.00000	0.00

1 2000.80.00.0000.0000.0000.0000.44020. E E0030 .OPERSUPPLS.			.00
---	--	--	-----

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

003 Barrel assembly components worn out, electric openers safety components need to be intregated with fail safe safety equipment	1.00 EACH	0.00000	0.00
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1 2000.80.00.0000.0000.0000.0000.44020. E E0030 .OPERSUPPLS.			.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026136-00 FY 2025 PO 25011684 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 3
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Vendor VES SPECIALISTS 25 ELIZA JORDAN RD S MOBILE, AL 36608 Tel#251-751-8988 Fax 251-649-5438	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	224020	06/18/25			FACILITY MAINTENANCE

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

Requisition Link

Requisition Total 31960.00

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

Account	Amount	Remaining Budget
E E0030 .CAPEQUIPMT. .	31960.00	203741.57
E E0030 .OPERSUPPLS. .	.00	203741.57

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	.00	65578.20
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.47010.	31960.00	65578.20
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026136-00 FY 2025 PO 25011684 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Converted	Page 4
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Vendor VES SPECIALISTS 25 ELIZA JORDAN RD S MOBILE, AL 36608 Tel#251-751-8988 Fax 251-649-5438	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	224020	06/18/25			FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Approved 06/18/25 CHAD HOLM			
	Approved 06/18/25 CLIFTON THOMAS			
	Approved 06/18/25 BRENDA RHODES			
	Approved 06/18/25 TIFFANY HOLLINS			
	Approved 06/18/25 RELYA MALLORY			
	Approved 07/15/25 DONALD ROSE			
	Approved 07/15/25 SANDRA LEWIS			
	Approved 07/15/25 STEVEN KRONINGER			
	Approved 07/15/25 JOHNNIE HARRUB			
	Approved 07/15/25 SAMANTHA COOLEY			
	Approved 07/15/25 ANNE FOLEY			
	Approved 07/15/25 JOHN PAINE			
	Comment			
			Auto approved by: 91055453	
			Auto approved by: 910511034	
			Auto approved by: 910511034	
			Auto approved by: 9105paij	
			Auto approved by: 9105paij	
			Auto approved by: 9105paij	
			Auto approved by: 9105paij	
			Auto approved by: 9105paij	
			Auto approved by: 9105paij	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 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 Vulcan Inc for 1,400 10ft galvanized u-channel sign posts for Traffic Engineering.

Amount of Contract:

\$60,900.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250731 Vulcan Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 August 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 Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for 1,400 10ft galvanized u-channel sign posts
for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$60,900.00

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: Cooperative Mobile County sealed bid 89-25

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

How many bidders submitted bids (if applicable): _____

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

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>25787</u>	2025	(2060) TRAFFIC ENGINEERING	1,400 10FT GALVANIZED U-CHANNEL SIGN POSTS FOR TRAFFIC ENGINEERING (COOPERATIVE MOBILE COUNTY SEALED BID 89-25)	\$60,900.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025787-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	--

Page 1

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 1850

 FOLEY, AL 36536-1850

 Tel#800-633-6845
 Fax 251-943-1544

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR MOBILE COUNTY AND THE CITY OF MOBILE BID 89-25 SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	1400.00 EACH	43.50000	60900.00
-----	---	-----------------	----------	----------

1	1000.40.20.3005.2060.3005.0000.0000.44020.	60900.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	60900.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	60900.00	65578.20
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025787-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	--

Page 2

Vendor
 VULCAN INC
 VULCAN SIGNS
 P O BOX 1850

 FOLEY, AL 36536-1850

 Tel#800-633-6845
 Fax 251-943-1544

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604
 JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/22/25	270972				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Rejected 06/12/25 SANDRA LEWIS			
	Unknown 07/22/25 SANDRA LEWIS			
	Rejected 07/22/25 SANDRA LEWIS			
	Approved 07/23/25 DONALD ROSE			
	Approved 07/23/25 SANDRA LEWIS			
	Approved 07/23/25 STEVEN KRONINGER			
	Approved 07/23/25 JOHNNIE HARRUB			
	Approved 07/23/25 SAMANTHA COOLEY			
	Approved 07/23/25 ANNE FOLEY			
	Approved 07/23/25 JOHN PAINE			
	Comment			
				please see email for clarity
				as per our conversation
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227
				Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

MOBILE COUNTY COMMISSION

205 Government Street 8TH FL South
Mobile, Alabama 36644

BID INVITATION

NO. 89-25

JUNE 5, 2025

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM THE DATE OF AWARD THROUGH SEPTEMBER 30, 2026.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Chief Procurement Officer, 205 Government Street, 8th FL South, Mobile, Alabama 36644, susan.holland@mobilecountyal.gov prior to the bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$30,000.00: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, or postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall furnish proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at www.mobilecountyal.gov.

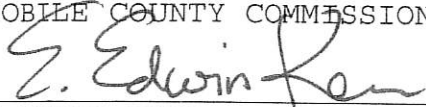
THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS _____ You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. JULY 2, 2025.

ALL BIDS MUST BE SEALED, "BID NUMBER, COMPANY'S NAME, AND NAME OF THE BID ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE." THE BIDDER WILL RETURN THE ENTIRE BID PACKAGE. BIDS MUST BE DELIVERED TO THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR SOUTH TOWER OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION


E. EDWIN KERR, COUNTY ADMINISTRATOR

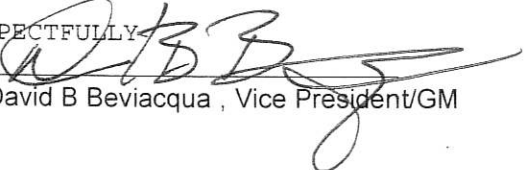
We propose to meet the above specifications for the sum of

\$ see attached list.

Delivery can be made in 30 days from receipt of order.

RESPECTFULLY

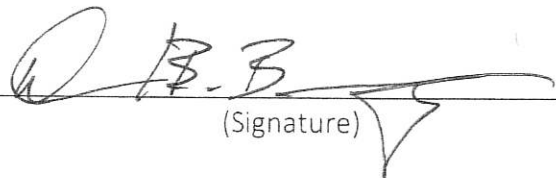
BY


David B Beviacqua, Vice President/GM

Date: 6/11/2025

BID # 89-25

ANNUAL TRAFFIC SIGN MATERIAL BID FOR MOBILE COUNTY PUBLIC WORKS DEPARTMENT:

Name of Company: Vulcan Inc dba Vulcan SignsCompany Representative David B Beviacqua , Vice President/GM
(Print)Company Representative 
(Signature)Address PO Box 1850Foley, AL 36536Phone Number () 800-633-6845 Fax Number() 251-943-1544Federal ID Number 63-0513868Email Address Vulcan3@vulcaninc.comCompany Web Address www.vulcaninc.com

Please attach a current W-9.

SPECIFICATIONS TRAFFIC SIGN MATERIALS

The following specifications shall apply to each item based on type of sign material composition.

A. Sheeting Material

All Sign Sheeting Materials used for all signs for Mobile County Traffic Department shall be in conformance with the ASTM Standard Specification for Reflective Sheeting for Traffic Control, D 4956-09, and approved manufactures of the sheeting Type materials shall be on the approved Alabama Department of Transportation products list for use and only for their "Type" category in which they were qualified.

Bidders will not be permitted to cross bid, (ie: Type IXF being bid as Type IV)

Sign sheeting materials used by Type:

Type IV - High Intensity, retroreflective sheeting, "microprismatic"

Type VIII — Super High Intensity, retroreflective sheeting (ASTM D 4956 Table 2), "microprismatic.

Type XI — Super High Intensity, unmetalized cube corner microprismatic retroreflective sheeting. (ASTM D 4956-09, Table 10)

Type VIII and Type XI reflective sheeting shall meet the minimum coefficients of retroreflection as described in ASTM D4956-09 for type VIII and type XI sheetings, respectively.

1. General characteristics and packaging. The signs supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials, and show careful workmanship with the messages and border sharply defined.
2. All signs must be protected with slip-sheeting and be packaged in quantities of 10 or less, (50 lbs. max.), with protective closed cell padding placed around outer surfaces.
3. The protective slip-sheeting shall be easily removable. The supplier will replace signs when removable liners will not separate easily from the sign.
4. All costs to return and replace any damaged and unusable signs shall be the sole responsibility of the suppliers.
5. All signs shall conform with the design, size, layout and color standards set by the Manual on Uniform traffic Control Devices, (MUTCD), or by Mobile County only under special request written orders. No other standard will be accepted and all costs, to replace the materials, including return shipping and replacement shipping, if requirements are not met, will be the sole responsibility of the bidder.
6. All bidders shall furnish a Material Performance Certification with their bid which certifies that all material furnished under this bid shall have performance life of not less than seven (7) years. Failure of their product within this stipulated period of time will result in the bidder replacing all material in kind in addition to reimbursing

Mobile County for all costs involved in the removal, refurnishing and reinstalling signs which are found to be defective.

7. The following abbreviations are used in the itemized sign descriptions:

F - Fluorescent
FY - Fluorescent Yellow
FO - Fluorescent Orange
FYG - Fluorescent Yellow Green

B. BLANK MATERIAL

All signs shall be made from the following specifications:

1. Material: Aluminum Alloy 5052-H38 .08 thickness unless otherwise noted

2. Mechanical Property Limits:

Tensile Strength - ultimate - 39.0 KSI

- yield - 32.0 KSI

Percentage Elongation in 2" - 4%

Chemical Composition Limits

- Silicon	.45%
- Copper	.10%
- Manganese	.10%
- Magnesium	2.2% - 2.80%
- Chromium	.15% - .35%
- Zinc	.10%
- Aluminum	Remainder

3. Fabrication:

**** Note:** Corner Radius for all street name signs shall be 1/2".**

3.1 All Mounting Holes for Sign Blanks shall meet the Design Standards of the Alabama Manual on Uniform Traffic Control Devices for "U" Channel Posts, punched with 3/8" diameter holes on 1" centers, unless otherwise specified by Mobile County.

4. A representative sample sign blank may be required before shipment of the order.

C. Sign Installation Hardware Accessories

1. All materials shall be made from high strength aluminum under 400 tons pressure. Tensile strength 45,000 PSI tumbled and de-greased for smoothness and ease of handling.
2. The brackets shall be provided with cadmium plated set screws Set screws must be able to secure signs in place with minimum 25 inch pounds of applied pressure
3. All brackets and caps shall be for U-Channel posts
4. All Hardware shall be appropriate for heavy-duty use

D. Decal Specifications

Shall be from high gloss, premium, enclosed glass bead lens, retroreflective, printable, polyester film with pressure sensitive permanent adhesive on back side protected by a release liner, the material shall be usable for screen printing application.

Decals shall be able to adhere to painted sign material listed elsewhere in these specifications under normal range of climate conditions expected for the environment of Mobile, AL and shall be good to excellent in dimensional stability and suitable for 2 yrs of service.

The decals shall be printed in contrasting, highly visible colors resistant to heat, chemicals, abrasion and sunlight, with the following information: (layout template attached)

- a. list of years, 2 digits, present through 5 years future,
- b. list of months, alpha/num
- c. list of days of months, 1-31
- d. list of installer - TR1, TR2, OTR
- e. list of work description- RPR, RPL, NEW
- f. statement "A Property of Mobile County, Alabama; **WARNING; IT IS UNLAWFUL TO REMOVE OF DEFACE ANY TRAFFIC CONTROL DEVICE; PUNISHABLE BY FINE UP TO \$5000 AND/OR 12 MONTHS IN JAIL; REPORT ANY DAMAGE BY CALLING 251-574-4030**"

E. DELIVERY OF MATERIAL

1. Shipment of materials will be to one of the following per each purchase authorization:

Mobile County Traffic Department
Attention: Mr. Vernon Lucious
1150 Schillinger Road North
Mobile AL 36608

City of Mobile
Traffic Engineering
852 Gayle St
Mobile, AL 36604

E. ITEMS TO BE BID ON

- 1 The following groups are listed Signs with Faces Mounted on Blanks (1 or 2 sided)
Blanks only (without the Sign Faces)
Sign Installation Hardware Accessories
Decals
2. All items on the bid will remain at the unit price each for the duration of the contract life.
3. Mobile County reserves the right to purchase any or all items bid and in any combination. Mobile County will order the minimums listed for each item, but may also order any amount over minimum listed.
4. The bidder selected shall be able to supply all items listed in this bid list.

F. CONTRACT LIFE

The life of this contract will be from the date of award through September 30, 2026. The bidder shall supply all items at the unit price listed for the life of the contract.

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41-16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials and, for the County of Mobile, be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

THIS IS AN ALL OR NONE BID

Signs with Faces Mounted on Blanks

MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
R-SERIES RIGHT- OF- WAY SERIES				
R1-1 STOP	(TYPE XI)	30" X 30"	50	40.57
R1-1 STOP	(TYPE XI)	36" X 36"	50	58.43
R1-1 STOP	(TYPE XI)	48" X 48"	10	108.60
R-SERIES RIGHT- OF- WAY SERIES				
R-1-2 YIELD	(TYPE XI)	30" X 30" X 30"	50	23.20
R-1-2 YIELD	(TYPE XI)	36" X 36" X 36"	50	30.74
R-SERIES SPEED & MOVEMENT SERIES				
2-COLORS	(TYPE XI)	18" X 6"	50	6.97
2-COLORS	(TYPE IV)	36" X 12"	50	16.16
2-COLORS	(TYPE IV)	24" X 18"	50	16.16
2-COLORS	(TYPE IV)	24" X 24"	50	21.54
2-COLORS	(TYPE IV)	24" X 30"	50	26.93
2-COLORS	(TYPE IV)	24" X 36"	50	32.32
2-COLORS	(TYPE XI)	24" X 36"	50	39.37
2-COLORS	(TYPE IV)	30" X 30"	50	33.66
2-COLORS	(TYPE XI)	30" X 30"	50	41.02
2-COLORS	(TYPE IV)	30" X 36"	50	40.40
2-COLORS	(TYPE XI)	30" X 36"	50	49.22
2-COLORS	(TYPE IX)	36" X 36"	50	59.06
3- COLORS	(TYPE IV)	30" X 30"	50	34.37
3- COLORS	(TYPE XI)	30" X 30"	50	41.58
3- COLORS	(TYPE IV)	24" X 30"	50	27.49
3- COLORS	(TYPE XI)	24" X 30"	50	33.26
3- COLORS	(TYPE IX)	36" X 36"	50	59.87
4-COLORS	(TYPE IX)	30" X 30"	50	41.58
R- SERIES PARKING RESTRICTION SERIES				
2-COLORS	(TYPE IV)	12" X 6"	20	5.02
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 6"	20	4.37
2-COLORS	(TYPE IV)	12" X 18"	20	9.87
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 18"	20	8.47
2-COLORS	(TYPE IV) (.63THICKNESS)	12" X 24"	20	10.67
2-COLORS	(TYPE IV)	24" X 30"	20	26.93
3- COLORS	(TYPE IV) (.63THICKNESS)	12" X 18"	20	9.16

3- COLORS	(TYPE IV)	12" X 18"	20	10.65
"MARDI-GRAS"	(TYPE IV)	12" X 24"	50	
3- COLORS	(.63THICKNESS)			11.35
3- COLORS	(TYPE IV)	24" X 24"	20	21.99
3- COLORS	(TYPE IV)	24" X 30"	20	27.49
MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
M, D & I SERIES GUIDE SERIES				
2-COLORS	(TYPE IV)	21" X 15"	20	13.35
2-COLORS	(TYPE IV)	24" X 6"	20	5.77
2-COLORS	(TYPE IV)	24" X 30"	50	26.93
2-COLORS	(TYPE IV)	30" X 36"	50	40.40
2-COLORS	(TYPE IV)	48" X 30"	50	53.87
2-COLORS	(TYPE IV)	60" X 30"	50	67.34
2-COLORS	(TYPE IV)	72" X 36"	20	96.96
MISCELLANEOUS SERIES				
N-W CRIME STOPPER 3- COLORS	(TYPE IV)	18" X 24"	25	21.61
CD-1 EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 R EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 L EVACUATION RT 2- COLORS	(TYPE IV)	18" DIAMETER	25	14.95
CD-1 STR EVACUATION RT 2-COLORS	(TYPE IV)	18" DIAMETER	25	14.95
C- DRUG FREE SCHOOL ZONE 2-COLORS	(TYPE IV)	18" X 12"	25	11.23
CV-28-B ADOPT-A-MILE 2- COLORS	(TYPE IV)	24" X 18"	25	21.61
CV-28-B NEIGHBORHOOD WATCH 3-COLORS	(TYPE IV)	18" X 12"	25	11.23
CV-28-B NEIGHBORHOOD WATCH 3-COLORS	(TYPE IV) (.63THICKNESS)	18" X 12"	25	11.84
SPECIAL SCHOOL SIGN 3- COLORS	(TYPE XIFYG)	96" X 96"	2	540.51
W-SERIES WARNING SERIES				
2-COLORS	(TYPE IV)	30" X 30"	50	33.66
2-COLORS	(TYPE XI)	30" X 30"	50	41.02
2-COLORS	(TYPE IV)	36" X 18"	50	24.24
2-COLORS	(TYPE XI)	36" X 18"	50	29.53
2-COLORS	(TYPE IV)	36" X 36"	50	48.48
2-COLORS	(TYPE XIFY)	36" X 36"	50	59.06
2-COLORS	(TYPE XIFY)	48" X 24"	50	52.50

2-COLORS	(TYPE IV)	18" X 18"	50	12.56
2-COLORS	(TYPE IV)	18" X 24"	50	16.16
2-COLORS	(TYPE IV)	24" X 24"	50	21.54
2-COLORS	(TYPE XIFY)	24" X 24"	50	26.25
2-COLORS	(TYPE XIFY)	36" X 12"	50	19.68
2-COLORS	(TYPE IV)	36" DIAMETER	50	46.13
MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
W-SERIES WARNING SERIES				
2-COLORS	(TYPE XIFY)	36" DIAMETER	50	56.77
2-COLORS	(TYPE IV)	36" X 48" X 48"	50	42.57
3- COLORS	(TYPE IV)	36" X 36"	50	59.87
4-COLORS	(TYPE VIIIFY)	36" X 36"	50	60.17
2-COLORS	(TYPE VIIIFY)	36" X 36"	50	59.06
W-SERIES WORK AREA WARNING SERIES				
2-COLORS	(TYPE VIIIFO)	30" X 30"	30	41.02
2-COLORS	(TYPE IV)	60" X 36"	30	80.80
2-COLORS	(TYPE VIIIFO)	60" X 36"	30	98.44
2-COLORS	(TYPE VIIIFO)	60" X 30"	30	82.04
2-COLORS	(TYPE IV)	60" X 24"	30	53.87
2-COLORS	(TYPE VIIIFO)	60" X 24"	30	65.63
2-COLORS	(TYPE VIIIFO)	48" X 48"	30	105.01
2-COLORS	(TYPE VIIIFO)	48" X 30"	30	65.63
2-COLORS	(TYPE VIIIFO)	36" X 18"	30	29.53
2-COLORS	(TYPE VIIIFO)	24" X 12"	30	14.28
2-COLORS	(TYPE VIIIFO)	24" X 18"	30	19.68
2-COLORS	(TYPE VIIIFO)	30" X 24"	30	32.81
2-COLORS	(TYPE VIIIFO)	48" X 18"	30	39.37
MISCELLANEOUS				
W-SERIES W1-8 CHEVRON ALIGNMENT 2-COLORS	(TYPE XIFY)	24" X 30"	30	32.81
W-SERIES W1-8 CHEVRON ALIGNMENT 2-COLORS	(TYPE XIFY)	30" X 36"	30	49.22
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	36" X 36"	30	59.06
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 30"	30	32.81
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 8"	30	10.25
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 10"	30	12.01
S-SERIES SCHOOL AREA SERIES 2-COLORS	(TYPE XIFYG)	24" X 48"	30	52.50
TYPE I OBJECT MARKERS	INCLUDING NINE REFLECTORS (TYPE IV)	18" X 18"	50	42.00
TYPE II OBJECT MARKERS	WITHOUT REFLECTORS (TYPE IV)	6" X 12"	50	4.68

TYPE III OBJECT MARKERS 2-COLORS	WITH 4" DIAGONAL STRIPES (TYPE XIFY)	12" X 36"	50	19.68
TYPE III BARRICADE PANEL 2-COLORS	WITH 6" DIAGONAL STRIPES (TYPE XIFO)	96" X 10"	30	43.74

STREET NAME SIGNS WITH FACES ON TWO SIDES

MUTCD#	TYPE	SIZE	MIN QTY	UNIT PRICE EA
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 48'	20	94.75
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 48"	20	67.53
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 60"	20	118.44
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 60"	20	84.42
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 72"	20	142.12
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 72"	20	101.30
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI)	18" X 96"	20	189.50
D-3 OVERHEAD STREET NAME 2-COLORS	(TYPE XI) (.10 THICKNESS)	12" X 96"	20	135.07
D-3 STREET NAME 1-COLOR	(TYPE XI)	42" X 9"	100	41.17
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	42" X 9"	100	46.62
D-3 STREET NAME 1-COLOR	(TYPE XI)	36" X 8"	100	31.96
D-3 STREET NAME 1-COLOR	(TYPE XI)	36" X 9"	100	34.84
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	36" X 9"	100	36.55
D-3 STREET NAME 1-COLOR	(TYPE XI)	30" X 8"	100	26.65
D-3 STREET NAME 1-COLOR	(TYPE XI)	30" X 9"	100	29.07
D-3 STREET NAME 1-COLOR	(TYPE XI) (.10 THICKNESS)	30" X 9"	100	31.45
D-3 STREET NAME 1-COLOR	(TYPE XI)	24" X 8"	100	21.59
D-3 STREET NAME 1-COLOR	(TYPE XI)	24" X 9"	100	24.15
D-3 STREET NAME 1-COLOR	(TYPE XI)	48" X 9"	100	46.18
W14-1P DEAD END 2-COLORS	(TYPE IV)	36" X 8"	20	14.05

W14-1P DEAD END 2-COLORS	(TYPE IV)	36" X 12"	20	16.16
R6-1 ONE WAY 2-COLORS	(TYPE IV) ONE LEFT ARROW AND ONE RIGHT ARROW ON OPPOSITE SIDES	36" X 12"	20	16.16
W14-2P NO OUTLET 2-COLORS	(TYPE IV)	36" X 8"	20	14.05
W14-2P NO OUTLET 2-COLORS	(TYPE IV)	36" X 12"	20	16.16

BLANKS ONLY

SIZE	MIN QTY	SPECIAL NOTE	UNIT PRICE EA
4" X 18"	20	(NO HOLES, 1 2 A RADIUS)	2.93
4" X 24"	20	(NO HOLES, 1 2 A RADIUS)	3.50
4" X 30"	20	(NO HOLES, 1 2 A RADIUS)	4.27
4" X 36"	20	(NO HOLES, 1 2 A RADIUS)	5.00
6" X 12"	20		3.70
8" X 18"	20		4.70
8" X 24"	20		5.78
8" X 30"	20		7.19
8" X 36"	20		8.55
9" X 12"	20		4.62
9" X 18"	20		5.04
9" X 24"	20		6.21
9" X 30"	20		7.74
9" X 36"	20		9.24
10" X 18"	20		5.51
10" X 24"	20		6.79
10" X 30"	20		8.37
10" X 36"	20		9.99
10" X 96"	30		25.26
12" X 18"	20		5.50
12" X 24"	20		6.78
12" X 30"	20		8.70
12" X 36"	20		11.25
12" X 48"	20		14.10
12" X 72"	10		21.24
12" X 96"	30		27.81
18" X 18"	30	(NO HOLES)	7.95

18" X 18"	30	(DIAMOND-WITH 9 HOLES)	7.95
SIZE	MIN QTY	SPECIAL NOTE	UNIT PRICE EA
18" X 24"	20		10.17
18" X 30"	20		13.04
18"X36"	20		16.40
18" X 48"	20		20.68
18" X 60"	20		26.66
18" X 72"	10		31.81
18" X 96"	10		42.10
24" X 24"	50		13.55
24" X 30"	50		17.39
24" X 36"	50		21.54
24" X 48"	30		27.25
24" X 60"	30		33.79
24" X 96"	30		53.52
30" X 30"	50		21.73
30" X 36"	50		26.70
30" X 48"	30		33.83
30" X 60"	20		43.16
30" X 96"	30		68.48
36" X 36"	50		31.85
36" X 42"	20		37.00
36" X 48"	30		40.41
36" X 60"	30		52.45
36" X 72"	10		62.75
36" X 96"	30		83.35
48" X 48"	50		53.57
48" X 60"	30		66.72
48" X 72"	10		79.88
48" X 96"	10		106.19

SIGN INSTALLATION HARDWARE ACCESSORIES

DESCRIPTION	MIN QUANTITY	UNIT PRICE EA
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	50	29.50
CANTILEVER FOR 14 2 A FLAT BLADES	50	14.50
CANTILEVER FOR 14 2 A FLAT BLADES WITH BOLT THRU SECURITY	50	14.50
CANTILEVER FOR 24" FLAT BLADES	50	42.50
CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	50	42.50
CHEVRON BRACKETS ADJUSTABLE BRACKET FOR 24" X 30" SIGNS	50	55.00
CHEVRON BRACKETS ADJUSTABLE BRACKET FOR 30" X 36" SIGNS	50	62.10
STREET SIGN BRACKETS #457 UNIVERSAL BRACKET FOR FLAT BLADES	50	7.55
STREET SIGN BRACKETS 12" ADJUSTABLE CROSS-TEE FOR FLAT BLADE STREET SIGNS	100	28.55
STREET SIGN BRACKETS 12" ADJUSTABLE CAP FOR U-CHANNEL POST AND FLAT BLADE SIGN	100	27.55
STREET SIGN BRACKETS VS-7 CROSS, 6" BLADE HOLDER BOLT THRU BRACKET WITH BHP-766 VANDAL PROOF BOLTS	100	14.55
STREET SIGN BRACKETS VS-12 U-CHANNEL CAP 180°	100	14.50
STREET SIGN BRACKETS VS-12 U-CHANNEL CAP 90°	50	14.50
STREET SIGN BRACKETS BHP 76L 5/16" VANDAL PROOF BOLTS IN QUANTITY OF 100	5 priced for each, comes in box of 100	.50
STREET SIGN BRACKETS BHP 4 TOOL FOR BHP 76L	20	14.50
STREET SIGN BRACKETS OVERHEAD FOR 3/8" CABLE NO SWING, STANDARD MOUNT	50	49.00
STREET SIGN BRACKETS OVERHEAD VS-SWINGER	50	64.90
DECALS		
COUNTY SIGN MAINTENANCE DECAL	500	1.40
CITY OF MOBILE MAINTENANCE DECAL	500	1.40
ACCESSORIES		
POST COVERS 3" X 72" (0.63) TYPE XIF RED		15.51
POST COVERS 3" X 72" (0.63) TYPE XI YELLOW		15.51
POST COVERS 3" X 72" (0.63) F.Y.G		15.51
POST COVERS 3" X 72" (0.63) TYPE IV WHITE		13.27
SIGN POST S29 SIGNPOST GALVANIZED 3.0 LB/FT-10'		43.50
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'		52.20

SIGN POST GALVANIZED 2.0 LB/FT-8FT "U" CHANNEL		23.20
SIGN POST GALVANIZED 2.0 LB/FT-10FT "U" CHANNEL		29.00
SIGN POST GALVANIZED 2.0 LB/FT-12FT "U" CHANNEL		34.80
SIGN POST GALVANIZED 2.0 LB/FT-14FT "U" CHANNEL		40.60
DELINEATOR-GALVANIZED-1.12 LB/FT-6FT		10.97

DESCRIPTION	WIDTH	LENGTH	UNIT PRICE EACH
ELECTRONIC CUTTABLE FILM 1170 NONPUNCHE	36"	50 YARDS	495.00
3924S FL ORANGE DG SHTG WORKZONE	36"	50 YARDS	922.50
3924S FL ORANGE DG SHTG WORKZONE	48"	50 YARDS	1,230.00
3930 WHT HIGH INTENSITY PRISMATIC	24"	50 YARDS	420.00
3930 WHT HIGH INTENSITY PRISMATIC	30"	50 YARDS	525.00
3930 WHT HIGH INTENSITY PRISMATIC	36"	50 YARDS	630.00
3930 WHT HIGH INTENSITY PRISMATIC	48"	50 YARDS	840.00
3931 YELLOW HIP (3930 SERIES)	24"	50 YARDS	420.00
3931 YELLOW HIP (3930 SERIES)	30"	50 YARDS	525.00
3931 YELLOW HIP (3930 SERIES)	36"	50 YARDS	630.00
3931 YELLOW HIP (3930 SERIES)	48"	50 YARDS	840.00
3937 GREEN HIP (3930 SERIES)	24"	50 YARDS	420.00
3937 GREEN HIP (3930 SERIES)	30"	50 YARDS	525.00
3937 GREEN HIP (3930 SERIES)	36"	50 YARDS	630.00
3937 GREEN HIP (3930 SERIES)	48"	50 YARDS	840.00
4083 FLUORESCENT YLW-GRN DG CUBED REFL	30"	50 YARDS	956.25
4083 FLUORESCENT YLW-GRN DG CUBED REFL	36"	50 YARDS	1,147.50
4083 FLUORESCENT YLW-GRN DG CUBED REFL	48"	50 YARDS	1,530.00
4084 FLUORESCENT ORANGE DG 3 SHEETING	36"	50 YARDS	1,147.50
4090 WHITE DG CUBED REFI SHEETING	24"	50 YARDS	765.00
4090 WHITE DG CUBED REFI SHEETING	30"	50 YARDS	956.25
4090 WHITE DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4090 WHITE DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
4091 YELLOW DG CUBED REFI SHEETING	24"	50 YARDS	765.00
4091 YELLOW DG CUBED REFI SHEETING	30"	50 YARDS	956.25
4091 YELLOW DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4091 YELLOW DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
4097 GREEN DG CUBED REFI SHEETING	36"	50 YARDS	1,147.50
4097 GREEN DG CUBED REFI SHEETING	48"	50 YARDS	1,530.00
BLACK 7725 SERIES WITH CLEAR BACKING	24"	50 YARDS	270.00
BLACK 7725 SERIES WITH CLEAR BACKING	30"	50 YARDS	337.50
BLACK 7725 SERIES WITH CLEAR BACKING	36"	50 YARDS	405.00
BLACK 7725 SERIES WITH CLEAR BACKING	48"	50 YARDS	540.00
BLACK 7725 SERIES WITH CLEAR BACKING	60"	50 YARDS	1,012.50
DESCRIPTION			
AVERY BRAND SHEETING HIP			
WHITE T6500	30"	50 YARDS	525.00
WHITE T6500	36"	50 YARDS	630.00
WHITE T6500	48"	50 YARDS	840.00
YELLOW T6501	30"	50 YARDS	525.00
YELLOW T6501	36"	50 YARDS	630.00
YELLOW T6501	48"	50 YARDS	840.00

FL ORANGE T7514	36"	50 YARDS	1,147.50
FL ORANGE T7514	48"	50 YARDS	1,530.00
AVERY BRAND TYPE XI			
WHITE T11500	30"	50 YARDS	956.25
WHITE T11500	36"	50 YARDS	1,147.50
WHITE T11500	48"	50 YARDS	1,530.00
YELLOW T11501	30"	50 YARDS	956.25
YELLOW T11501	36"	50 YARDS	1,147.50
YELLOW T11501	48"	50 YARDS	1,530.00
FL YELLOW GREEN (SCHOOL) T11513	36"	50 YARDS	1,147.50
LAMINATOR OL1000	30"	50 YARDS	412.50
LAMINATOR OL1000	36"	50 YARDS	495.00
LAMINATOR OL1000	48"	50 YARDS	660.00
AVERY BRAND WHITE ENGINEER (ENGINEER GRADE NON-PRISMATIC)			
WHITE T-1500	24"	50 YARDS	390.00
WHITE T-1500	30"	50 YARDS	487.50
WHITE T-1500	36"	50 YARDS	585.00
WHITE T-1500	48"	50 YARDS	780.00
OM2-1V .80 X 6"X12" TYPE 2 OBJECT MARKER (YELLOW REF)		EACH	8.33
SIGN BLANKS			
STOP SIGN BLANKS	30"	EACH	21.03
	36"	EACH	30.42
	48"	EACH	51.35
YIELD SIGN BLANKS	30"	EACH	11.22
	36"	EACH	15.79
BLANK SIGN	42" X 9"	MIN QTY 20	11.16

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

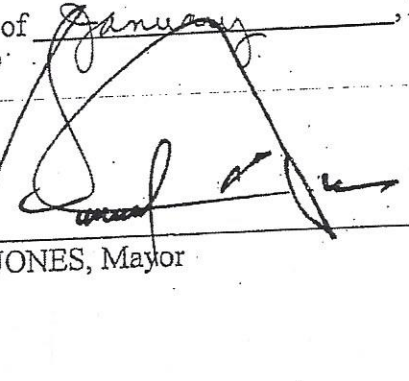
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

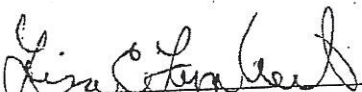
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

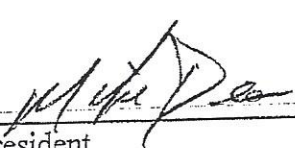
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

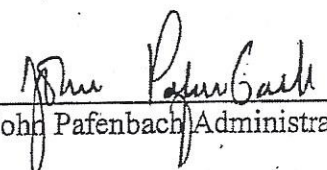
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator



CAPITAL CONTRACT SUMMARY SHEET

To transfer \$75,000 from the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Tiffany Hollins, Accountant III

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To transfer \$75,000 from the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.

Amount of Contract:

N/A

Funding Source

Capital Improvement Fund (2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER TO MOTOR POOL

REVIEWERS:

Tiffany Hollins
Brenda Rhodes
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$75,000 in the Capital Improvement Fund (Fund 2000), Project #E0034 Equipment-Police (No Vehicles), be transferred to the Motor Pool Fund (Fund 7000), Project #MP01530 Motor Pool-Police Department.

These funds will be used to supplement Motor Pool vehicle purchases.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 5, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims of the Estate of Sumner Howard

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Estate of Sumner Howard

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 the Estate of Sumner Han Howard, 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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planning Approval for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";

3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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.

45NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planning Approval that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **Planning Approval to allow the expansion of a private school athletic complex**. If approved, the Major Modification will allow the expansion of a private school athletic complex, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on February 21, 2008, to allow the expansion of a private school athletic complex located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on March 17, 2025, to allow the expansion of a private school athletic complex.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

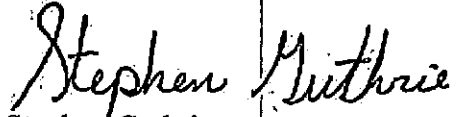
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planning Approval to allow the expansion of a private school athletic complex, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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 Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
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5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$467.40**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

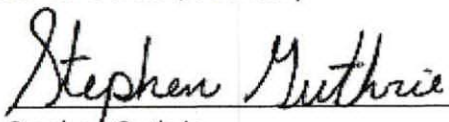
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.



2nd PA
Revised 6/26/25
Legal description
Page 707 of 779

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003287-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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 Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

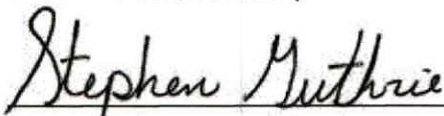
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard

MOD-003287-2025

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent)

District 5

Major Modification of a previously approved Planning Approval allowing the expansion of a private school athletic complex.

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.



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, 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

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD

16.12 Acres

Property Address

Property Area (acres or square feet)

R02280725300003.000

Parcel Number(s) or Key Number(s)

B-1

N/A

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:

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

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

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

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

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Owner Signature

Date

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

March 17, 2025

Applicant or Agent Signature (if applicable)

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.

Eric J. Adams

Digitally signed by Eric J. Adams
DN: cn=Eric J. Adams, email=eadams@cglenginers.com, cn=Eric J. Adams
Reason: I am approving this document
Date: 2020.03.17 11:53:11-0500

Applicant or Agent Signature

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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major Master Plan modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

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

☒ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:

Daytime Hours Only (Dawn to Dusk)

- ☐ Other conditions that are unique to the use of the property:

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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

The proposed fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex Master Plan Modification

Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School

Address 1501 Old Shell Road, Mobile, Alabama

Zip Code 36604

Phone 251-461-2130

Fax _____

Email wilsoncl@mcgill-toolen.org

Authorized Agent Eric Adams, PE

Address 3901 Springhill Ave, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Contractor TBD

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer Eric Adams, PE

Address 3901 Springhill Avenue, Mobile, AL

Zip Code 36608

Phone 251-344-7073

Fax _____

Email eadams@cglengineers.com

Architect Marty Reid

Address 3901 Springhill Ave, Mobile, AL

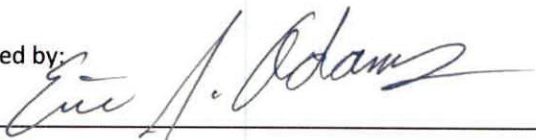
Zip Code 36608

Phone 251-344-7073

Fax _____

Email mreid@cglengineers.com

Submitted by:



Eric J. Adams

Signature

Print

3/17/2025

Representative

Date

Affiliation to project/Organization



March 13, 2025

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

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,

Reverend Bry Shields
President
McGill-Toolen High School



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex Master Plan which requires a major PLA modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MCGEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

[Applicant Materials for Consideration – Sidewalk Waiver](#)

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

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Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025	 NTS
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School			
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver			

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.

8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "Complete Streets" policy on May 31, 2011. The purpose of the Complete Streets Policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

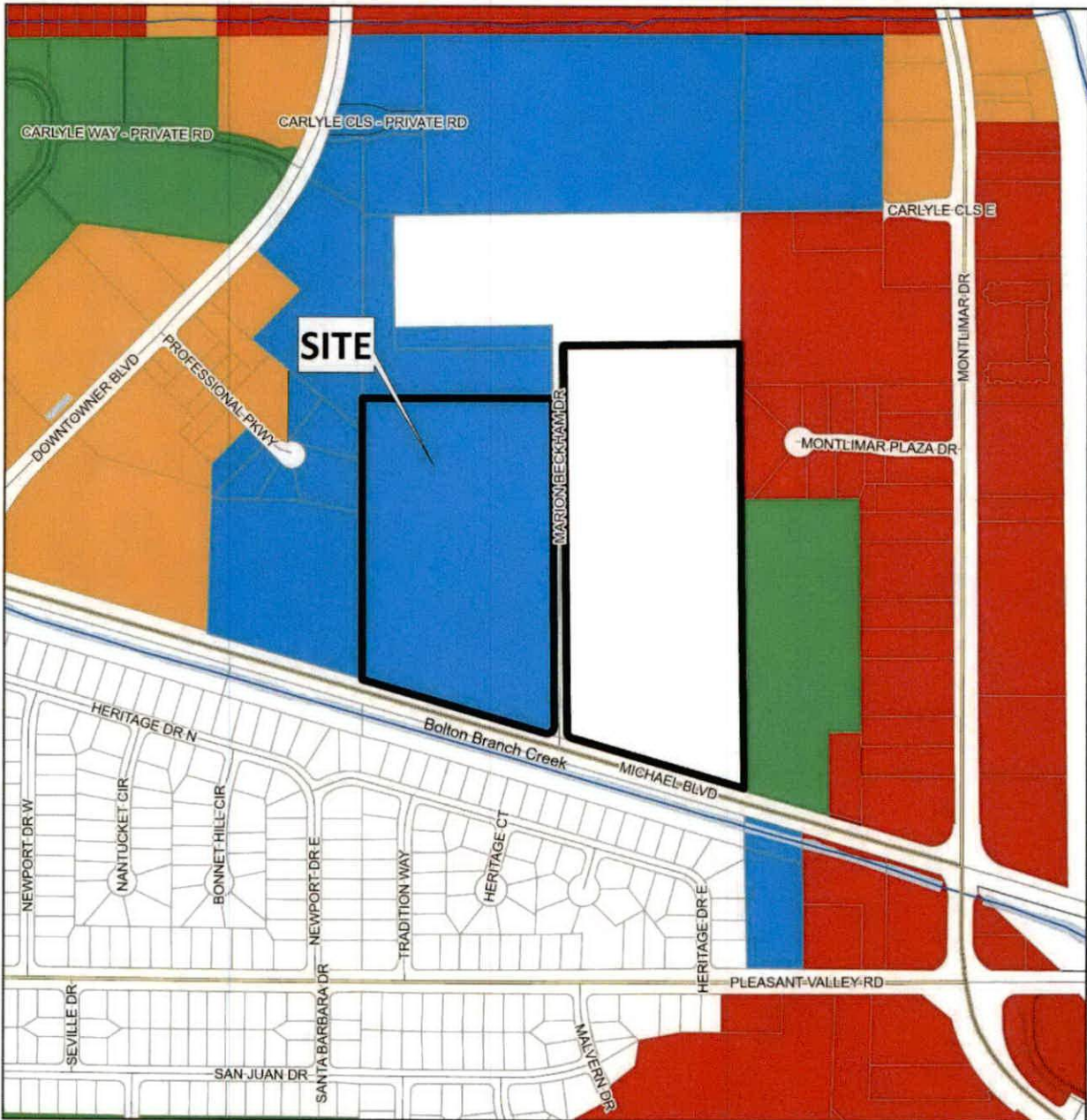
Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

8

LOCATOR ZONING MAP



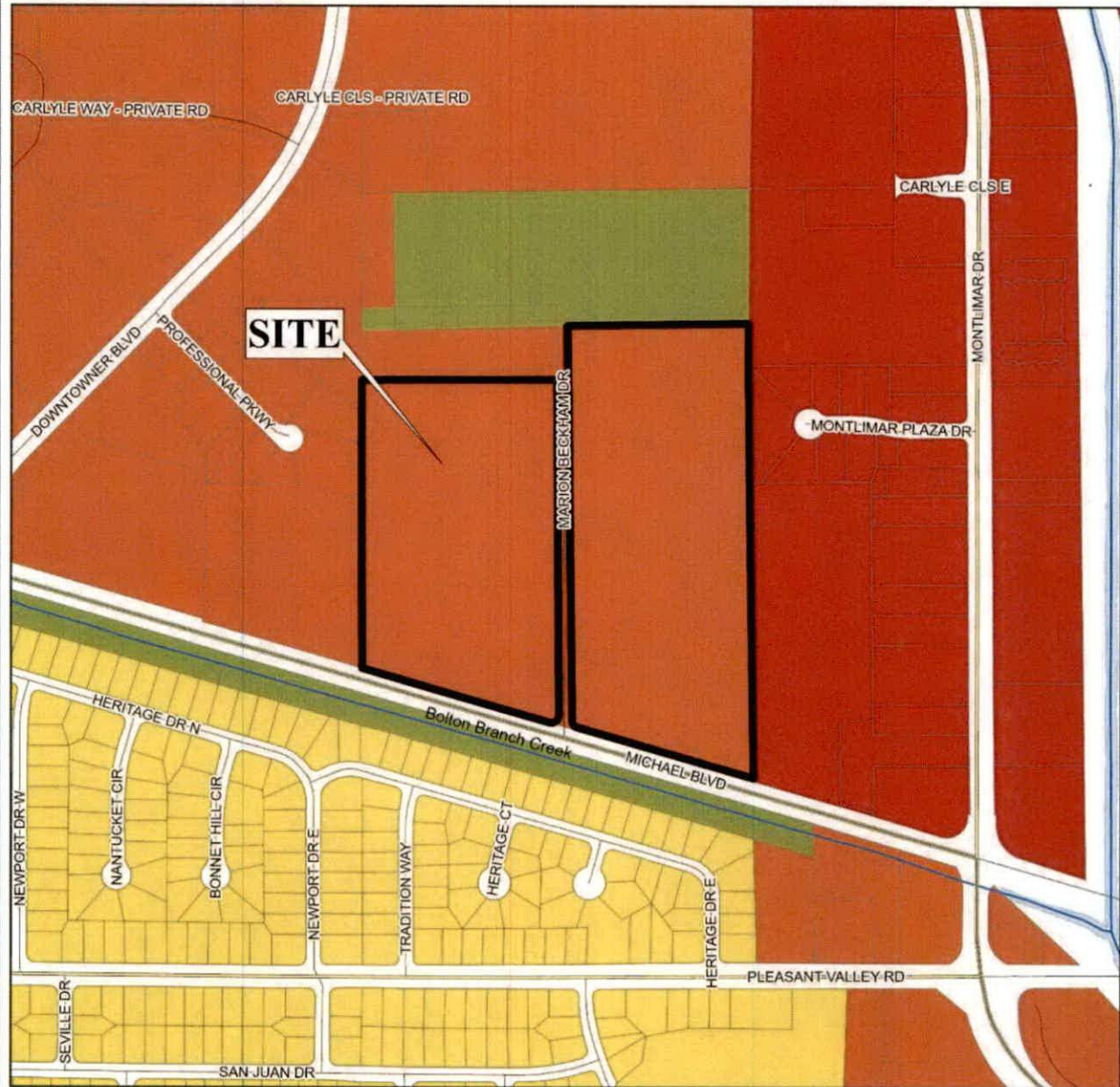
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

- | | | | |
|---------------------------|-----------------------------------|-------------------|-----------------|
| 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 | |



The map illustrates the Marion Beckham Dr area in Atlanta, Georgia. The central feature is a large blue area labeled 'SITE' with a pointer. To the left of the site are various commercial and service buildings, including a cleaning service, retail salon, financial services, medical office, insurance office, church, and daycare. To the right of the site is a large white area labeled 'MCGILL TOOLEN RECREATION FACILITIES'. The site is bordered by Marion Beckham Dr to the north and Michael Blvd to the east. The Bollon Branch Creek runs along the bottom of the site. The map also shows surrounding residential areas with 'R' labels, commercial areas with 'C' labels, and industrial areas with 'I' labels. Other labels include 'CLEANING SVC', 'RETAIL SALON', 'FIN SVC', 'OFFICE', 'MED OFFICE', 'VAC INS OFFICE', 'CHURCH', 'DAYCARE', 'REC FIELD', 'VAC LAND', 'MISC OFFICES', 'OFFICE', 'RETAIL', 'APTS', 'MED OFFICE', 'AUTO REPAIR', 'SUPPLY CO', 'CONV STORE', 'VAC LAND', 'HERITAGE DR N', and 'BOLLON BRANCH CREEK'.

APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver

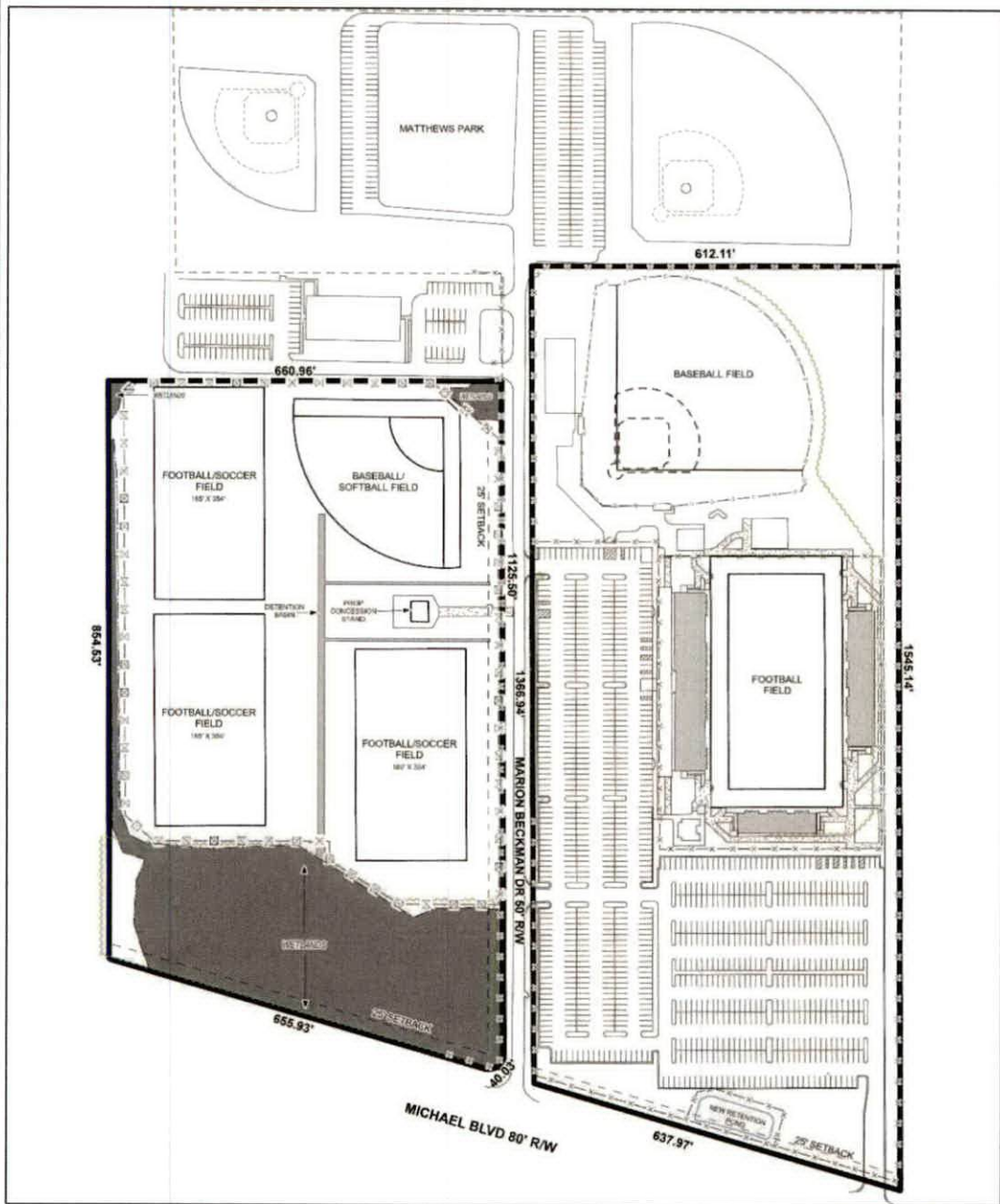
 R-A
  R-3
  B-1
  B-2
  B-5
  ML
  I-2
  OPEN
  T-3
  T-5.2

 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



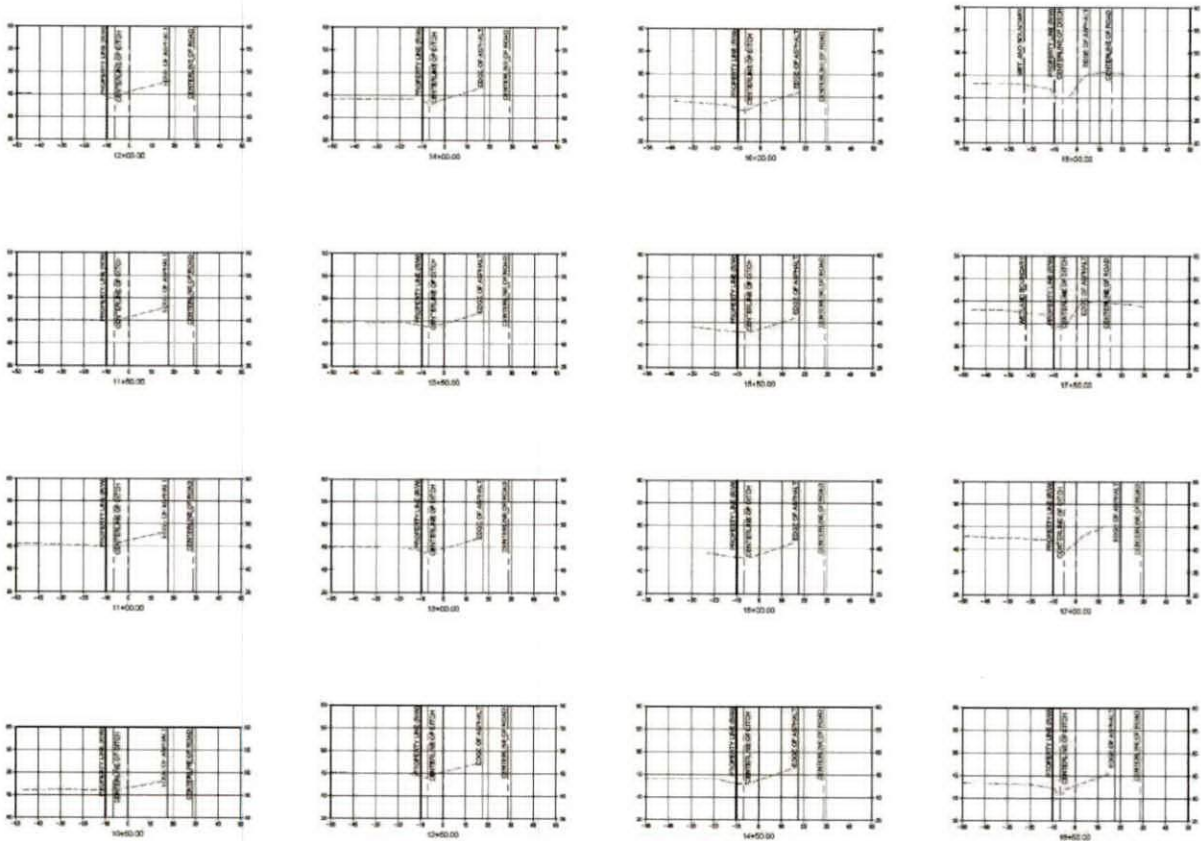
SITE PLAN



The site plan illustrates the existing wetlands, drives, parking, and proposed recreational facilities.

APPLICATION NUMBER	13	DATE	April 17, 2025	 N NTS
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School			
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver			

DETAIL SITE PLAN



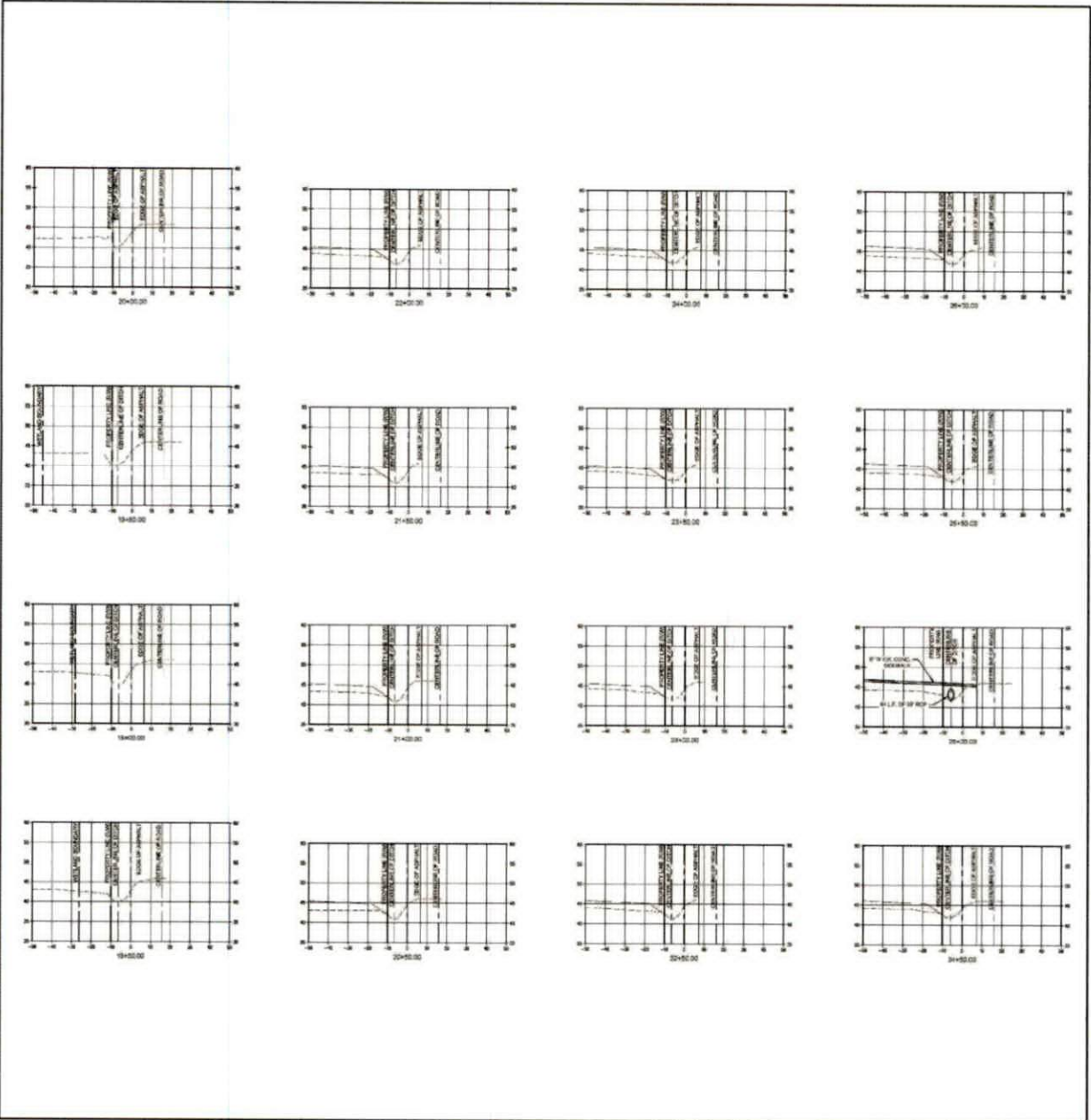
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

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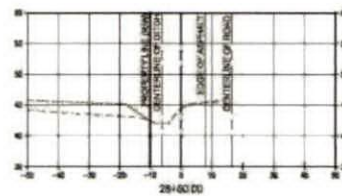
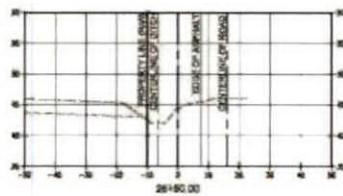
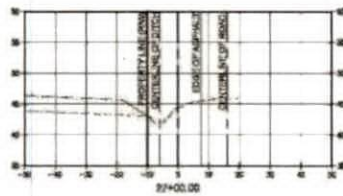
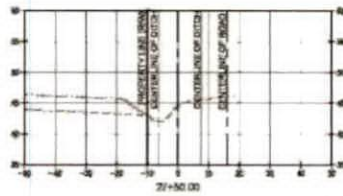
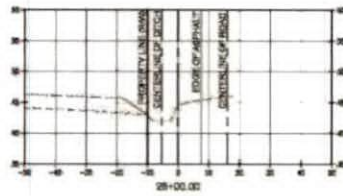
DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE April 17, 2025
 APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School
 REQUEST PA Modification, PUD Modification, Sidewalk Waiver



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 (WDWU)
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)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3610 and 3720 Michael Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **August 5, 2025**, a public hearing will be held on the **9th** day of **September**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development to allow the expansion of an existing stadium complex with multiple buildings on a single building site for the property located at 3610 and 3720 Michael Boulevard.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;

2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City’s and the larger community’s best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating “cans will be supplied for city pick up”, and replace it with “site will be serviced by the existing dumpster(s) available on site”;
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 9th day of September, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of August, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3610 and 3720 Michael Boulevard**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on February 21, 2008. The owner of said property has applied for a Major Modification of the **PUD to allow the expansion of an existing stadium complex with multiple buildings on a single building site**. If approved, the Major Modification will allow the expansion of an existing stadium complex with multiple buildings on a single building site, subject to the following proposed conditions: 1. Removal of references to off-site parking at the YMCA and Matthews Park; 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site"; 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC); 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and, 6. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development was approved on February 21, 2008, to allow the expansion of an existing stadium complex with multiple buildings on a single building site located at 3610 and 3720 Michael Boulevard and described as follows:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING; THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 1366.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

ALSO,

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development on March 17, 2025, to allow the expansion of an existing stadium complex with multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on April 17, 2025, and recommended approval of the Major Modification of the Planned Unit Development (PUD) subject to the following conditions:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

- 1. Removal of references to off-site parking at the YMCA and Matthews Park;
- 2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
- 3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
- 4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
- 5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
- 6. 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

Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
3610 and 3720 Michael Boulevard
Council District 5
Joel Daves



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

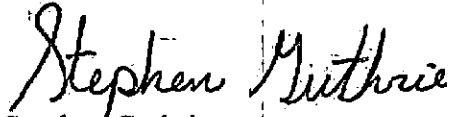
The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to allow the expansion of an existing stadium complex with multiple buildings on a single building site, for the property located at 3610 and 3720 Michael Boulevard.

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

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie".

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

AMENDED

LETTER OF DECISION

June 27, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

June 27, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application, based on the current legal description, is **\$477.66**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

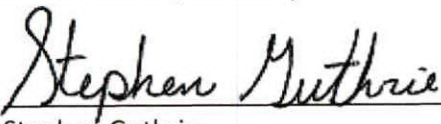
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

3610 & 3720 Michael Boulevard

LIPSCOMB ATHLETIC COMPLEX (3610 Michael Boulevard)

LEGAL DESCRIPTION:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN THENCE NORTH 89°36' EAST, 1322.92 FEET; THENCE RUN SOUTH 00°32' EAST, 460 FEET TO THE POINT-OF-BEGINNING: THENCE CONTINUE SOUTH 00°32' EAST, 1545.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD; THENCE RUN NORTH 74°09'49" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 637.97 FEET TO A POINT WHERE THE NORTH RIGHT-OF-WAY LINE OF MICHAEL BOULEVARD INTERSECTS THE EAST LINE OF MATTHEWS PARK ENTRANCE ROAD; THENCE RUN NORTH 00°32' WEST, ALONG SAID EAST LINE, 133.94 FEET; THENCE RUN NORTH 89°36'48" EAST, 612.11 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 20.43 ACRES, MORE OR LESS.

NEW BALL FIELDS (3720 Michael Boulevard)

LEGAL DESCRIPTION:

LOT 1, MCGILL-TOOLEN ATHLETIC COMPLEX WEST, AS RECORDED ON INSTRUMENT # 2023070883, PROBATE RECORDS, MOBILE COUNTY, ALABAMA.

PUD

Revised 6/26/23

Legal Description Page 750 of 779



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Eric J. Adams
Clark, Geer, Latham & Associates, Inc.
3901 Springhill Avenue
Mobile, Alabama 36608

Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adama, P.E., Clark, Geer, Latham & Associates, Inc. Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the expansion of an existing stadium complex with multiple buildings on a single building site.

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 Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. The request shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

April 21, 2025

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating, "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planned Unit Development (PUD) site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified PUD site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description. **Please submit the current legal description of each property associated with the request, to the Planning and Zoning Department to obtain the advertising fee.** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

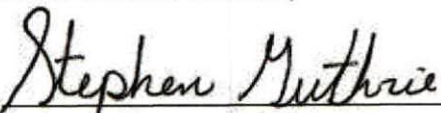
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 

Stephen Guthrie

Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 3720 Michael Boulevard
MOD-003280-2025
Rev. Bry Shields, McGill-Toolen Catholic High School (Eric J. Adams, P.E., Clark, Geer,
Latham & Associates, Inc., Agent)
District 5
Major Modification of a previously approved Planned Unit Development allowing the
expansion of an existing stadium complex with multiple buildings on a single building site.

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.



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Eric J. Adams	Eric J. Adams
Firm:	Clark, Geer, Latham & Associates, Inc.	Clark, Geer, Latham & Associates, Inc.
Phone:	251-344-7073	251-344-7073
Email:	eadams@cglenginers.com	eadams@cglenginers.com
Address:	3901 Springhill Ave, Mobile, AL 36608	3901 Springhill Ave, Mobile, AL 36608

	Owner	Design Professional
Name:	Rev. Bry Shields	Eric J. Adams
Firm:	McGill Toolen Catholic High School	Clark, Geer, Latham & Associates, Inc.
Phone:	251-432-0784	251-344-7073
Email:	shieldsb@mcgill-toolen.org	eadams@cglenginers.com
Address:	1501 Old Shell Road, Mobile, AL 36604	3901 Springhill Ave, Mobile, AL 36608

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

3720 Michael BLVD	16.12 Acres
Property Address R02280725300003.000	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) B-1	N/A
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

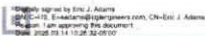
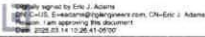
This requirement applies to any of the following applications:

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

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

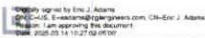
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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

Eric J. Adams		March 14, 2025
Owner Signature		Date
Eric J. Adams		March 14, 2025
Applicant or Agent Signature (if applicable)		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.

Eric J. Adams		March 14, 2025
Applicant or Agent Signature		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

SUPPLEMENTAL DOCUMENTATION

Private or Parochial Schools

The following information is required to evaluate the conditional use application. Please provide all the following information as additional documentation.

SITE PLAN

- Building coverage shall not exceed forty (40) percent of the total lot area.
- N/A □ Not less than two (2) off-street parking spaces per classroom shall be provided for an elementary school, three (3) per classroom for a junior high school and eight (8) per classroom for a senior high school.
- Minimum yard dimensions should be: Front Yard depth, thirty (30) feet; Side Yard width, forty (40) feet; Rear Yard depth, forty (40) feet, provided that each of these dimensions should be increased by one foot for every foot by which the height of the building exceeds thirty-five (35) feet.
- Playgrounds, play fields and other active recreation facilities should not extend into required yards, and no structure for seating spectators at athletic events (except a gymnasium or auditorium completely enclosed within a building) should be located closer than two hundred (200) feet to any residential property line.
- One off-street parking space should be provided for every three (3) spectator seats in any such facility.
- N/A □ Off-street school bus loading spaces should be provided when school buses are to be used.
- Fences or planted buffer strips should be provided as determined by the Board to be necessary for safety purposes or to minimize possible adverse effects upon adjacent property.

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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

McGill-Toolen proposes to expand the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games. McGill-Toolen wishes to incorporate the new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

The surrounding properties are community related neighborhoods consisting of athletic ball fields, religious centers, business park and apartment rentals. The proposed project provides an athletic field for the school that already exists in the community sector.

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

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

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

☒ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

973 Square Foot/Restroom/Concession Stand.

Building height to Ridge 22 feet tall

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Tree row along Marion Beckham Road.

Wetlands with trees along south property end.

- ☐ Lighting:

No field light on this proposed projects.

Security lights at building

- ☐ Hours of operation:
Daytime Hours Only (Dawn to Dusk)

- ☐ Other conditions that are unique to the use of the property:

The proposed project will have shared parking with the Lipscomb Athletic Complex.

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

The proposed fields will NOT have noxious or offensive emissions that will be detrimental to the health of the public. The only

potential public nuisance will be noise from the players and public attending games and practice.

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

McGill-Toolen is a parochial school and serves as an educational center for the youth of the community within the Mobile

community. The new fields will allow the school to host athletic events and host other schools in the community which will benefit

students throughout the City of Mobile.

Application Submission Contact Information

Name of Project Lipscomb Athletic Complex PUD Modification
Address 3720 Michael BLVD, Mobile, AL 36609

Owner McGill - Toolen Catholic High School
Address 1501 Old Shell Road, Mobile, Alabama Zip Code 36604
Phone 251-461-2130 Fax _____ Email wilsoncl@mccgill-toolen.org

Authorized Agent Eric Adams, PE
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Eric Adams, PE
Address 3901 Springhill Avenue, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email eadams@cglengineers.com

Architect Marty Reid
Address 3901 Springhill Ave, Mobile, AL Zip Code 36608
Phone 251-344-7073 Fax _____ Email mreid@cglengineers.com

Submitted by: 
Signature Eric J. Adams Print
3/14/2025 Date Representative
Date Affiliation to project/Organization

March 13, 2025

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

Re: McGill-Toolen PUD Modifications/Planning Approval/Sidewalk Waiver

We, McGill-Toolen Catholic High School, authorize Eric J. Adams, PE, Charles D. Tisher, JR. PE, and Clark, Geer, Latham & Associates to act as agents in regard to applications for the proposed PUD Modifications and Planning Approval for the New Ball Fields in conjunction with Lipscomb Athletic Complex.

Sincerely,



Reverend Bry Shields
President
McGill-Toolen High School

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

McGill-Toolen wishes to incorporate new ball fields into the Lipscomb Athletic Complex PUD which requires a major PUD modification. McGill-Toolen proposes expanding the Lipscomb Athletic Complex with additional sport practice fields for its students. In addition to daily practice field usage, the field will be utilized by CYO for practice and weekend games and will have shared parking with the Lipscomb Athletic Complex. Practice and games that will be conducted on the new fields will not be taking place during the the official high school football games that will be played at Lipscomb Field, and will not affect the parking for either event. The property sits in a suburban center which calls for mixed use development. The proposed project serves the school community as a recreational and athletic facility for outdoor activities.

The proposed project will be designed per City of Mobile codes and regulations and will not impact any future improvements of adjacent properties nor require a zoning change.

CITY OF MOBILE
205 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

OMNI JOINT VENTURE AN ALABAMA
GENERAL PARTNERSHIP
3742 PROFESSIONAL PKWY
MOBILE, AL 36609

SPAFFORD GORDON L
20933 COUNTY RD 49
SILVERHILL, AL 36576

FIRST ASSEMBLY OF GOD OF
1251 MONTROSE ST
MOBILE, AL 36605

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL C/O LISA B HANSEN GENERAL
COUNSE
356 GOVERNMENT ST
MOBILE, AL 36602

CITYHOPE CHURCH AN ALABAMA
RELIGIOUS NON-PROFIT CORPORATION
4693 AIRPORT BLVD
MOBILE, AL 36608

MCGILL-TOOLEN CATHOLIC HIGH
SCHOOL
1501 OLD SHELL RD
MOBILE, AL 36604

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

MOBILE CITY OF THE
P O BOX 1827
MOBILE, AL 36633

GULF HEALTH PROPERTIES INC
P O BOX 2226
MOBILE, AL 36652

CITY OF MOBILE OFFICE OF CITY CLERK
PO BOX 1827
MOBILE, AL 36633

CRUM CHANTEL M
3650 N HERITAGE DR
MOBILE, AL 36609

A & D PROPERTIES LLC
8781 THREE NOTCH RD
MOBILE, AL 36619

BUI HIEP VAN AND LINDA LA
REVOCABLE TRUST
13212 BOWEN ST
GARDEN GROVE, CA 92843

KING EMANUEL JR
3901 HIGGINS RD
MOBILE, AL 36619

DEMINGS WILLIE G
3628 HERITAGE DR N
MOBILE, AL 36609

THOMAS CHESTER
3622 HERITAGE DR N
MOBILE, AL 36609

LEE TRACY E
3618 HERITAGE DR N
MOBILE, AL 36609

BUTLER DENNIS J JR & SANDRETTA M
3620 HERITAGE DR N
MOBILE, AL 36609

NGUYEN LAN PHUONG
6063 SOUTHBEND DR S
MOBILE, AL 36619

MC GEE CHERYL E
3656 HERITAGE DR N
MOBILE, AL 36609

GIBBS ANGLEA
3750 HERITAGE DR N
MOBILE, AL 36609

ANDERSON KENNETH W & REBECCA S
ANDERSON
3614 HERITAGE DR N
MOBILE, AL 36609

KAMMER ANDREW
3752 HERITAGE DR N
MOBILE, AL 36609

JWO INVESTMENTS LLC
3755 PROFESSIONAL PKWY STE B
MOBILE, AL 36609

GRAYSON REESE & AMANDA GRAYSON
3612 HERITAGE DR N
MOBILE, AL 36609

MARSHALL KEYSHA R & JIMMIE
3754 HERITAGE DR N
MOBILE, AL 36609

BARDOS EFREN B
3610 HERITAGE DR NORTH
MOBILE, AL 36609

CRESCENT PROPERTIES LLC
7691 ROCKSTONE LN S
MOBILE, AL 36695



Agenda Item # 13

MOD-003287-2025, MOD-003280-2025, & SUB-SW-003279-2025

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

[Applicant Materials for Consideration – Sidewalk Waiver](#)

DETAILS

Location:

3720 Michael Boulevard

Applicant / Agent:

Rev. Bry Shields, McGill-Toolen Catholic High School
(Eric J. Adams, P.E., Clark, Geer, Latham &
Associates, Inc., Agent)

Property Owner:

McGill-Toolen Catholic High School

Current Zoning:

B-1, Buffer Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development
- Waive construction of sidewalks along Michael Boulevard and Marion Beckham Drive.

Considerations:

1. Modification of a previously approved Planned Unit Development with six (6) conditions;
2. Modification of a previously approved Planning Approval with six (6) conditions; and
3. Sidewalk Waiver request along Marion Beckham Drive.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Modification Considerations	6
Sidewalk Waiver Considerations	7
Exhibits	9

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER	13	DATE	April 17, 2025
APPLICANT	Rev. Bry Shields, McGill-Toolen Catholic High School		
REQUEST	PA Modification, PUD Modification, Sidewalk Waiver		
 NTS			

SITE HISTORY

In 1994, a Planning Approval and PUD were approved for the Western portion of the subject site to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the Western portion of the subject site from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

The Eastern portion of the subject site was before the Planning Commission in June 2007, as part of a one (1) lot Subdivision application, McGill-Toolen Athletic Complex Subdivision, which was recorded in Probate Court. The site also was the subject of Planning Approval and Planned Unit Development applications at the same meeting, which were then amended in February 2008 to allow the development of the existing sports complex. In August 2008, a sidewalk waiver was granted, which waived the construction of a sidewalk along Michael Boulevard.

Subdivision of the Western portion of the subject site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded in Probate Court. Most recently, the Western portion of the subject site was part of a two (2) lot Subdivision, McGill-Toolen Athletic Complex West Subdivision approved by the Planning Commission at its October 5, 2023 meeting, which has been recorded in Probate Court.

The 2023 Subdivision application also had Major Modifications to the Planned Unit Development and Planning Approval to remove the Western portion of the subject site from the associated PUD and PAs.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Planning Approval Modification (MOD-003287-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of

Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Planned Unit Development Modification (MOD-003280-2025)

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Sidewalk Waiver

1. MICHAEL BLVD. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved.
2. MARION BECKHAM DR. - Due to the size of the existing roadside drainage ditch and adjacent wetlands it is recommended that this request be approved for the first 300 feet from Michael Blvd. The remainder of Marion Beckham Dr. (approximately 800 feet) can support a sidewalk on the west side of the roadside drainage ditch.

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 commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Planning Approval and Planned Unit Development Modifications

Lot 1 of the McGill-Toolen Athletic Complex Subdivision, located on the East side of Marion Beckham Drive, is currently developed with a baseball field, a football field, and associated buildings and parking. Lot 1 of the McGill-Toolen Athletic Complex West Subdivision, located on the West side of Marion Beckham Drive, is currently vacant.

Detailed descriptions of both requests are available at via the links on page 1 of this report.

The site plan submitted depicts three (3) football/soccer fields, one (1) baseball/softball field, and a proposed concession stand. The applicant states that the two (2) lots will both utilize the existing parking on the East portion of the development, which has 914 parking spaces available. It should be noted that the site plan also references off-site parking available at the nearby Matthews Park and YMCA properties. However, as those properties are not included in the current applications, that information should be removed from the site plan, if approved.

There is a note on the site plan stating that "cans will be supplied for city pickup." However, the City does not provide pickup services for commercial developments outside of the downtown area. Furthermore, there is an existing dumpster on the sports complex site. As such, the site plan should be revised to correctly state that trash service for the site will be addressed via dumpster(s).

It should be noted that as the project will result in the Western portion of the site being developed for the first time, the site will be required to fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC).

It should be noted that future development or redevelopment of either lot may require additional modifications of the Planning Approval and PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved.

Sidewalk Waiver

The site is currently undeveloped. Development of the site necessitates full compliance with the UDC standards which includes the provision of sidewalks along all street frontages. The Eastern part of the site was granted a sidewalk waiver in 2008 to waive construction of a sidewalk along Michael Boulevard. A sidewalk was built along Marion Beckham Drive.

As justification for the waiver the applicant states the following:

McGill Toolen is requesting a sidewalk waiver for this property due to the existing open ditches along Michael Boulevard and Marion Beckham Drive that is directly adjacent to the property line. Specifically, Michael Boulevard has an open ditch encompassing the right-of-way between the property line and roadway. The open ditches intersect at Michael and Marion Beckham and drains into an open culvert flowing under Marion Beckham, this does not allow for pedestrians to cross the intersection. Also, the open ditch along Marion Beckham will not allow pedestrians to cross Marion Beckham for over 720 feet. McGill-Toolen has an existing sidewalk along the east side of Marion Beckham to facilitate this property and Lipscomb Athletic Complex.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.

8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planning Approval / Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration 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.

If approved, the following conditions could apply:

1. Removal of references to off-site parking at the YMCA and Matthews Park;
2. Revision of the site plan to remove the note stating "cans will be supplied for city pick up", and replace it with "site will be serviced by the existing dumpster(s) available on site";
3. Placement of a note on the site plan that the site will fully comply with development standards set forth in Article 3 of the Unified Development Code (UDC);
4. Retention of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (.pdf) to Planning and Zoning; and,
6. Full compliance with all municipal codes and ordinances.

SIDEWALK WAIVER CONSIDERATIONS

Standards of Review:

The Mobile City Council adopted a "Complete Streets" policy on May 31, 2011. The purpose of the Complete Streets Policy is to support the design and construction of streets to enable safe access to all users, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities.

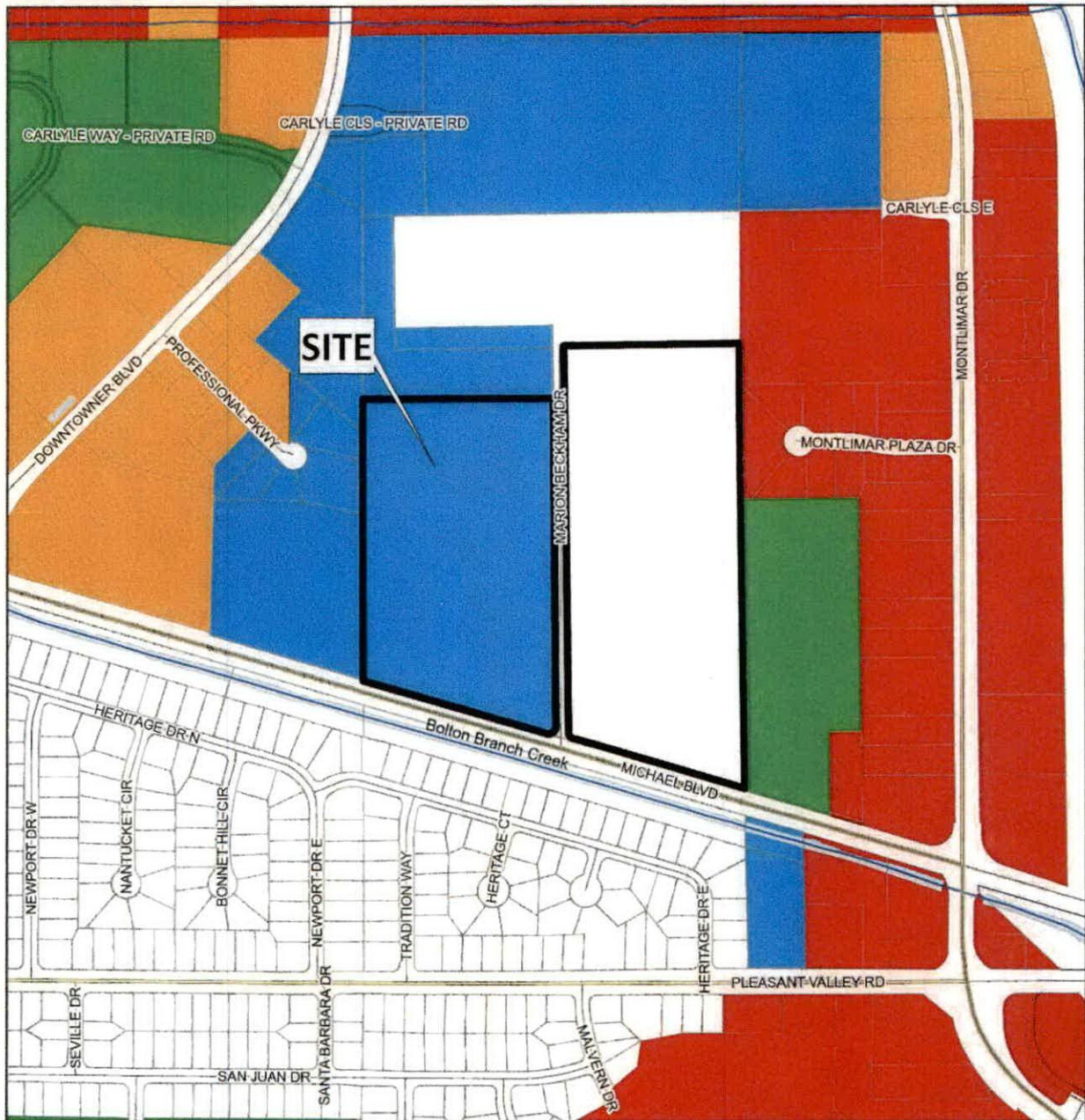
Sidewalks are encouraged, even in industrial developments, although the appropriateness of sidewalks should also take into account the existing infrastructure in the area, i.e., does the construction of the existing roadway safely allow for a sidewalk to be utilized.

Considerations:

In rendering a decision, the Planning Commission should evaluate the following factors:

1. The City of Mobile Complete Streets Policy which supports the design and construction of streets for all users, including pedestrians;
2. The existing infrastructure in the area, such as adequate room for construction of a sidewalk, as well as connectivity to existing sidewalks and future sidewalks; and
3. Engineering comments, which indicate that there is sufficient room within the ROW, or within the property, for the construction of a sidewalk that could be permitted through the Land Disturbance/ROW Permit process.

LOCATOR ZONING MAP



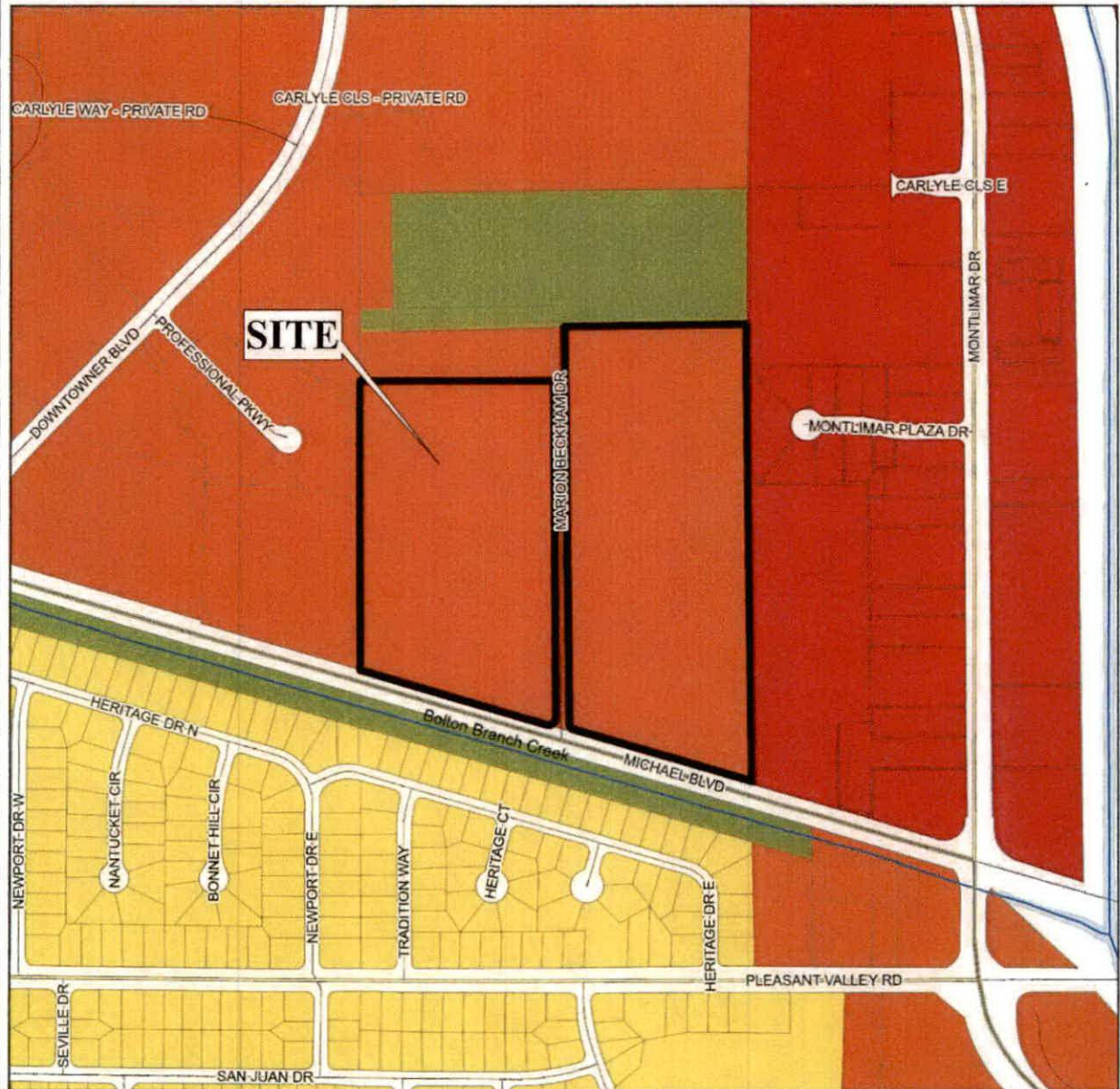
APPLICATION NUMBER 13 DATE April 17, 2025

APPLICANT Rev. Bry Shields, McGill-Toolen Catholic High School

REQUEST PA Modification, PUD Modification, Sidewalk Waiver



FLUM LOCATOR MAP

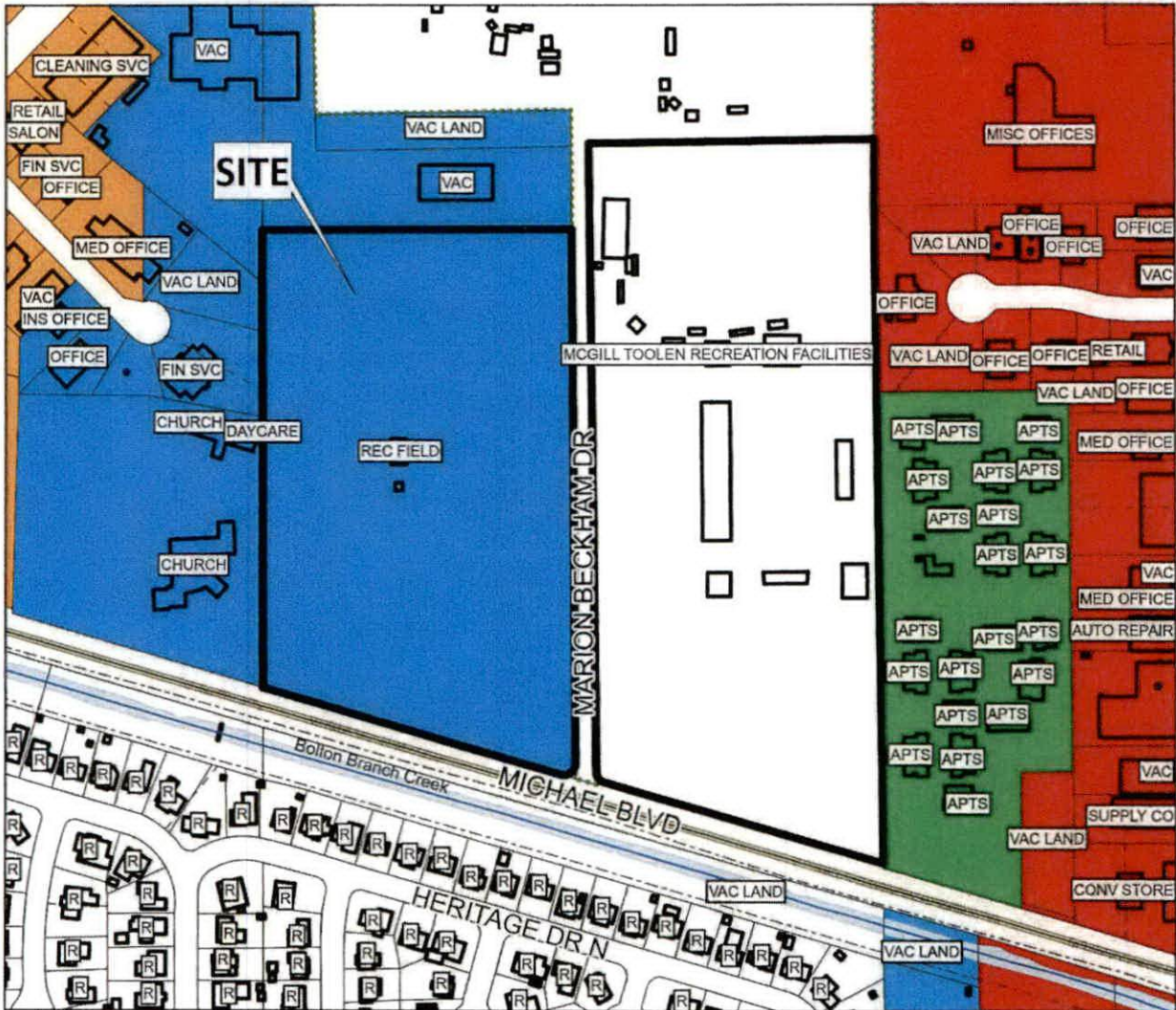


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 REQUEST PA Modification, PUD Modification, Sidewalk Waiver

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



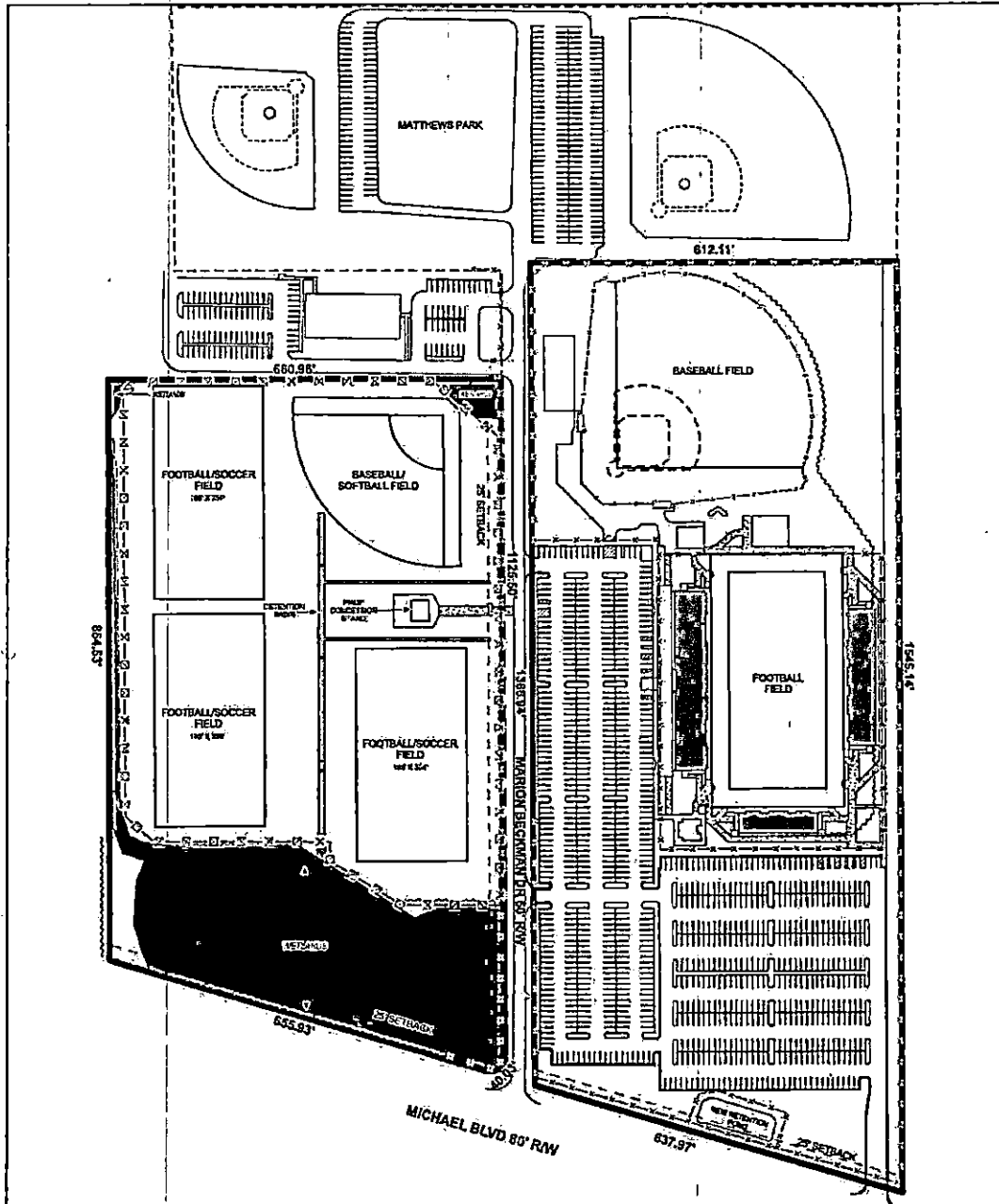
The site is surrounded by commercial and residential units.

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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 wetlands, drives, parking, and proposed recreational facilities.

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N
↑
NTS

DETAIL SITE PLAN

10+00.00

10+40.00

10+80.00

11+20.00

11+60.00

12+00.00

12+40.00

12+80.00

13+20.00

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14+00.00

14+40.00

14+80.00

15+20.00

15+60.00

16+00.00

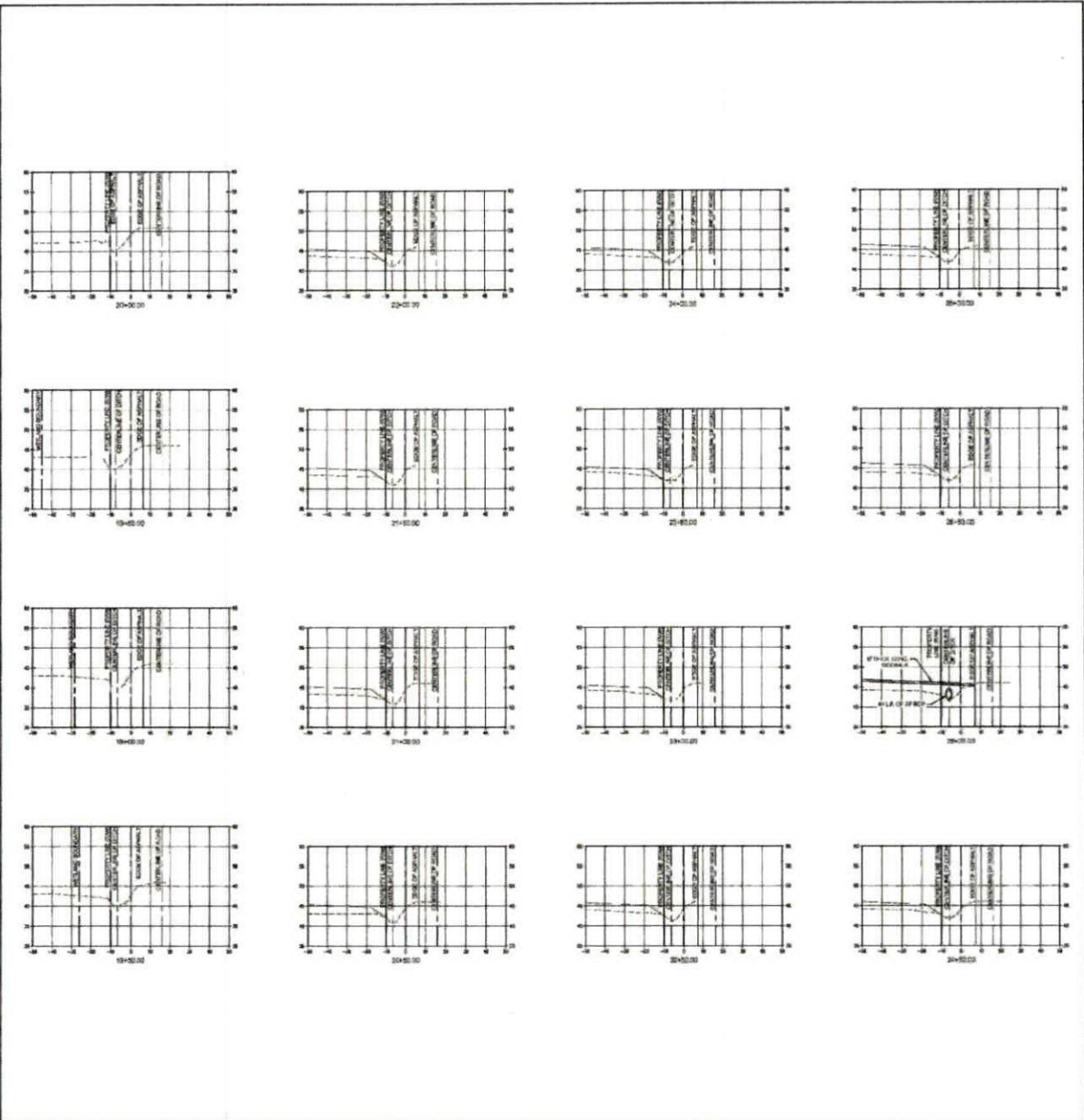
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NTS

DETAIL SITE PLAN



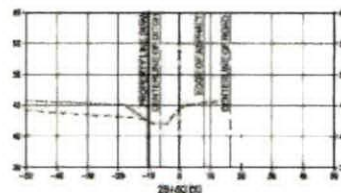
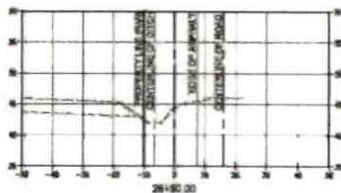
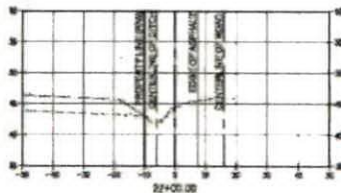
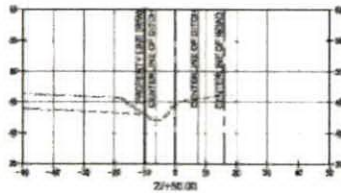
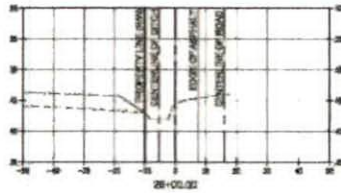
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DETAIL SITE PLAN



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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)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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